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REPORT OF BOARD OF CONCILIATION

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Vol. III

REPORT

OF

Board of Conciliation

VOLUME III.

HAZLETON SENTINEL



1913

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BOARD OF CONCILIATION

Compilation of Grievances for Three Years

Beginning April 1st, 1909 and Ending March 31st, 1912.

MEMBERS

OPERATORS

HON. W. L. CONNELL, President.

MR. S. D. WARRINER, Treasurer.

MR. W. J. RICHARDS.

MINERS

MR. JOHN FAHY, Secretary.

MR. BENJ. F. McENANY, (Succeeded by Mr. John T. Dempsey).

MR. JOHN T. DEMPSEY.

MR. JOHN WATERS, (Succeeded by Mr. Thomas Kennedy).

MR. THOMAS KENNEDY.

JAMES A. GORMAN,

Assistant Secretary,

Hazleton, Pa.

4-1908

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3 march 1920

THE members of the Board of Conciliation, acting pursuant to regulations, settled a large number of grievances in their respective districts without the necessity of bringing the same up as formal grievances before the Board to be acted upon by the entire Board.

In such grievances the parties directly interested were not required to appear before the Board to give testimony.

Grievances settled in this way are not recorded in this compilation of the work of the Board of Conciliation as the Board records in these compilations only the formal grievances which were taken up and acted upon by the entire Board.

Cases marked withdrawn were withdrawn for different reasons, the chief of these being compromise by parties to grievance, settlement direct, failure of interested parties to appear before the Board to prosecute, complainant quitting employ of company, complainants requesting withdrawal of their cases.

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GRIEVANCE No. 174.

UPPER LEHIGH, PA., June 1st, 1909.

To the Anthracite Board of Conciliation:

Gentlemen: We, the undersigned, representing certain contract miners employed by the Upper Lehigh Coal Company, at their mines in Upper Lehigh, Luzerne County, Pa., submit for your consideration and adjustment the following grievances:

① First: That we are loading a car, containing 46 cu. feet for which we receive, sixty-five cents per car. That, in the same vein we were formerly loading a car containing less than 22 cu. feet and were paid forty-one cents per car. That the proportionate increase in the price is less than the proportionate increase in the size of the car. That, in accordance with the Strike Commission Award we should receive eighty-nine cents per car. ②

Second: That the rate of twenty-five cents for loading a car of the above size with slate or rock be restored.

Third: That the car for which we now receive \$1.25 per car, and which contains 11 cu. feet, be increased to \$1.75 per car, and that the rate for loading a car of this size with slate or rock which was fifty cents be restored.

We have endeavored to have these grievances adjusted with the coal company officials without avail.

Respectfully submitted,

THOMAS PARRY,
HARRY ARGUST,
EVAN WILLIAMS,
MIKE PAPSO,
ANDROW ADAMSCHICK,

Committee.

ANSWER TO GRIEVANCE No. 174.

June 11, 1909.

MR. JAMES A. GORMAN,
Assistant Secretary
Board of Conciliation,
Hazleton, Pa.

Dear Sir: Replying to yours of the 7th, inst., in regard to Grievance No. 174, presented by some of the Upper Lehigh Company's

employees, must say that by reason of the very large loss to the Upper Lehigh Coal Company, in working the veins referred to in Grievance No. 174; the Company has abandoned mining coal in these veins as it had for some time contemplated doing, thus saving much money for the Company, as the work was continued as an accommodation to the employees.

Very truly yours,

A. C. LEISENRING.

ACTION.

In re Grievance No. 174, Certain Contract Miners, vs. Upper Lehigh Coal Company.

Resolution adopted November 2, 1909.

① *Resolved*, That in accordance with the Award of the Anthracite Coal Strike Commission and the agreement between the operators and employees subsequent thereto, in April, 1909, the Board of Conciliation decides and adjudges, as follows, to-wit.;

First: That the rates of wages governing contract work on April 1st, 1902, should be the rates of wages paid in the Q. Slope of the Upper Lehigh Coal Company, provided the conditions of labor in the Q. Slope are similar in character to those in the Shaft workings of the same vein operated on April 1st, 1902. In view of the testimony presented that the character and conditions of work in the Q. Slope were in a degree dissimilar in character from the Shaft workings, the Board of Conciliation fixes as a fair and equitable price to be paid the miners in the Q. Slope, seventy-six and one-half ($76\frac{1}{2}$ c) cents per car for mining and loading a car of forty-six and one-tenth ($46\frac{1}{10}$) cubic feet capacity now being used there. ②

Second: It further decides and adjudges that the aforesaid rate be paid from the time that the company resumed work in the Q. Slope subsequent to the presentation of this Grievance to the Board of Conciliation, to-wit, the 14th day of June, 1909.

Third: That inasmuch as the Upper Lehigh Coal Company have stated they now pay for slate, and no testimony has been produced to the contrary, that portion of said Grievance relating to payment for slate be withdrawn.

GRIEVANCE No. 175.

LATTIMER, PA., June 2nd, 1909.

To the Board of Conciliation:

Gentlemen: I, Frank Gorga, had been employed at various positions by Pardee Bros. & Co., Inc., at their colliery situate in Lattimer, Luzerne County, Pa., for seventeen years past. I was employed as a "Dumper" until the 12th day of May, this year. On that date, the place where I worked closed down. While employed there as a "Dumper" I was paid \$1.42 per day. I was formerly employed at work I considered similar in character and received \$1.65 for ten hours work. I tried on two different occasions to have the question settled myself. As a member of the United Mine Workers of America, I then had the matter brought to the attention of the Local Union of the U. M. W. of A., located at Lattimer. A committee endeavored to have the matter adjusted. As before stated I was laid off. All or nearly all of the men who were employed with me were given other positions under the company. I then had the question of my being unable to secure employment brought to the attention of the Local Union. A committee visited the Superintendent, and he frankly declared "that I would never again be employed by the Company." I was employed by this company for seventeen years. I never had any serious difficulty with the company during that time. Evidently my services were all right until I complained for more wages which I believed I was entitled to in accordance with the agreement entered into between the Anthracite Coal Operators, and the Anthracite Mine Workers. Being a Union man and complaining because of what I believed to be an injustice to me, has evidently destroyed my chances of securing employment under the above named company. I therefore claim that I am being discriminated against because of being a member of the Union. I appeal my case to your Honorable Board with the hope that you will give a decision sustaining my complaint.

Respectfully submitted,

FRANK GORGA.

ANSWER TO GRIEVANCE No. 175.

Frank Gorga vs. Pardee Brothers & Company, Inc.,

LATTIMER MINES, PA., June 25, 1909.

Board of Conciliation:

Gentlemen: In reply to grievance No. 175, presented by Frank Gorga, copy of which has been received at this office, would say that

Gorga was dismissed with about 23 other employees, on the 12th day of May, 1909, when our No. 3 washery was closed down. There are a number of the above employees that have not been re-hired by this company, and Frank Gorga is one of them. He was not discharged on account of any affiliations, nor have his affiliations interfered with his being re-hired.

Respectfully submitted,

PARDEE BROTHERS & COMPANY, INC.

A. W. DRAKE, General Manager.

ACTION.

August 30, 1909, Grievance No. 175 withdrawn by Mr. Waters.

GRIEVANCE No. 176.

Patrick J. Braun and John Patsey, vs. Temple Iron Company.

WYOMING, PA., June 23rd, 1909.

To the Board of Conciliation:

Gentlemen: We, the undersigned, respectfully present the following grievance for your consideration.

We were employed at the Mount Lookout Colliery of the Temple Iron Company, until recently when we were discharged as we believe for being active members of the Union. And we most respectfully petition your Board to take such action as will restore us to our regular places of employment.

Yours truly,

PATRICK J. BRAUN,

JOHN PATSEY.

ANSWER TO GRIEVANCE No. 176.

John Patsey and Patrick J. Braun, vs. Temple Iron Company.

SCRANTON, PA., July 15th, 1909.

To the Board of Conciliation:

MR. JAMES A. GORMAN, Assistant Secretary,

Hazleton, Penn'a.

Dear Sir: Saturday, May 29th, of this year, was pay day at the Mount Lookout Colliery, and twenty-three miners failed to report

for work on that day. Three of these twenty-three were discharged on account of going into the mines on the morning of May 29th, and reporting at the fire-boss's shanty and immediately returning to the shaft to go home. The mine foreman, Mr. Charles Pyne, told them that if they did not return to their work he would discharge them. They replied that they did not care and went home.

Twenty others were idle on that day, and were suspended for one or two days as a penalty for laying idle on pay day without permission, as it has been the custom to do at this colliery.

John Patsey came to the colliery about four o'clock on the afternoon of May 29th for his due-bill and was asked by Mine Foreman John Cawley why he was not at work that day. Patsey replied "None of your dam business;" Cawley told him that he was expected to work on pay day the same as any other day, and Patsey told him to "go to hell," and walked away. Cawley had not even told him that he had been suspended, and Patsey has never applied for reinstatement at the colliery, and immediately removed his tools from the mines.

Patrick J. Braun went to the colliery on the morning of May 29th and returned home without going down the shaft or without asking permission to be away that day. When he came for his due-bill in the afternoon of the same day, he was asked by Mine Foreman Cawley the reason he did not work. Braun said he had other business to attend to. Cawley told him that no one who would not work on pay day could work on the day following. Braun replied that he "didn't care, it made no difference to him whether he worked or not." Braun reported for work on the next day the colliery worked, which was on June 3rd, and was stopped by the fire-boss until he had seen Foreman Cawley. Cawley told him that he was stopped for losing time. Braun then told Cawley that "he would show him that he couldn't stop him," and went home.

On June 9th, the Grievance Committee at the colliery took up the case of eight of these men who were suspended, of which Braun's case was one, and the Committee, after a conference with Seward Button, the Superintendent of Mount Lookout Coal Company, decided that Braun's discharge was justified and informed him to that effect.

There was positively no discrimination against Patsey or Braun or any other man on account of belonging to the union, as ten of the

twenty-three men stopped for losing time on May 29th, were non-union men.

Very truly yours,

F. H. HEMMELRIGHT,
General Superintendent.

ACTION.

In re Greivance No. 176, John Patsey and P. J. Braun vs. Temple Iron Company.

Resolved, That Grievance No. 176 be withdrawn the same having been satisfactorily settled between the parties.

GRIEVANCE No. 177

William McHugh vs. L. C. & N. Company.

LANSFORD, PA., September, 1909.

To the Anthracite Board of Conciliation:

Gentlemen: I, the undersigned respectfully represent: That I am employed as a "top man" at the No. 9 Shaft of the above named Lehigh Coal and Navigation Company, and that the rate paid for the above named work is \$1.67 for a ten hour day.

That at the adjacent colliery No. 8, of the same company the rate for similiar work is \$2.03 for a ten hour day. I therefore demand that the rate paid in Colliery No. 8 be made applicable to Colliery No. 9.

After exhausting all efforts to have this grievance adjusted to my satisfaction I appeal to your honorable body to sustain my contention.

Respectfully submitted,

WILLIAM MCHUGH.

ANSWER TO GRIEVANCE No. 177.

William McHugh, vs. L. C. & N. Company.

LANSFORD, PA., Oct. 5th, 1909.

MR. JAMES A. GORMAN, Assistant Secretary,

Conciliation Board,

Hazleton, Penn'a.

Dear Sir: I am in receipt of your letter of September 28th, attaching copy of Grievance No. 177 in the case of William McHugh vs. The Lehigh Coal and Navigation Company.

We beg to advise that the said William McHugh is employed as a spragger, and is carried as a spragger on the Company's time book, and is, therefore, not entitled to a topman's pay, as requested by him.

Yours truly,

B. SNYDER, JR., Gen'l. Supt.

ACTION.

In re Grievance No. 177, William McHugh vs. L. C. & N. Company.

Resolved, That Grievance No. 177 be withdrawn, the same having been satisfactorily settled by the parties thereto.

GRIEVANCE No. 178.

Certain Contract Miners, vs. G. B. Markle & Company.

JEDDO, PA., September 27th, 1909.

To the Anthracite Board of Conciliation:

We, the undersigned, representing certain contract miners employed by the G. B. Markle Company at Colliery No. 5, Highland Slope A, submit for your consideration and adjustment the following grievance.

That we receive fifty-five cents per yard for removing slate, in addition to the regular prices.

That recently an order was issued stating that we would not be paid for removing slate. Said order is now in effect.

We have endeavored to have this grievance adjusted with the Mine Superintendent and failed.

We therefore appeal to you to sustain our contention and order the company to restore the fifty-five cent rate for removing slate.

Respectfully submitted,

MIKE WATOWIZ,

GEORGE KOLAR,

JOHN KOBIN.

ANSWER TO GRIEVANCE No. 178.

Certain Contract Miners, vs. G. B. Markle Company.

To the Anthracite Board of Conciliation:

Gentlemen: On August 3, 1906, G. B. Markle & Company voluntarily increased the price of mining in Highland No. 5 colliery,

Slope A, Plane "1" Section, one dollar a yard on rib plus 55 cents a yard for slate for each foot in thickness, in addition to the regular prices, where the vein was less than 6 feet in thickness and less than 3 feet of coal in the vein.

The coal in this section has now thickened out and this price has not been paid in over a year. As this price was voluntarily increased by the Company to meet certain mining conditions, said conditions now having changed very materially for the better, the Company do not feel that they should be compelled to pay \$1.00 a yard on rib plus 55 cents a yard for slate for each foot in thickness in addition to the regular prices.

Yours very truly.

G. B. MARKLE COMPANY,

W. H. LOOMIS, General Manager.

ACTION.

Adjusted by parties and withdrawn.

GRIEVANCE No. 179.

Edward Blackledge, vs. Plymouth Coal Company.

To the Members of the Conciliation Board:

Gentlemen: I, the undersigned, place before you a grievance, which, I trust you will give your full consideration and unbiased judgment.

The charge is one of suspension, discrimination and discharge, between and including the dates of Monday, July 26th, 1909, and Friday, October 1st, 1909, for being a member of the organization of the United Mine Workers of America, against Mr. David Morris, Inside Superintendent at the Black Diamond Colliery in the Borough of Luzerne, the Plymouth Coal Company, Mr. John C. Haddock, President.

(Signed)

EDWARD BLACKLEDGE,
Kingston, Pa.

October 9th, 1909.

ANSWER TO GRIEVANCE No. 179.

WILKES-BARRE, PA., Nov. 3, 1909.

MR. JAMES A. GORMAN,
Assistant Secretary,
Board of Conciliation,
Hazleton, Pa.

Dear Sir: I am in receipt of yours of the 2nd, enclosing copy of complaint of Mr. Edward Blackledge against this Company. Permit me to say in reply that we have not discriminated against Mr. Blackledge for being a member of the United Mine Workers of America, and you will please take notice of our most emphatic and unqualified denial. We assume that you will give us timely notice of any proof that Mr. Blackledge may submit to your Board in justification of his complaint, and we will be prepared to refute it.

Yours very truly,

JOHN C. HADDOCK,
President, Plymouth Coal Co.

ACTION.

Withdrawn May 9th, 1910.

GRIEVANCE No. 180.

Hugh F. Haggerty, vs. Lehigh & Wilkes-Barre Coal Co.
McAdoo, PA., November, 30th, 1909.

To the Board of Conciliation:

Gentlemen: I, the undersigned, am employed by the Lehigh and Wilkes-Barre Coal Company, as an engineer. I submit for your consideration the following complaint:

That on Friday, November 5th, Outside Foreman John Davis, ordered me to continue work all night after I had worked all day. I replied by stating that if I worked twenty-four consecutive hours, I could not work the next day, or for thirty-six consecutive hours. For my refusal I was suspended for one week.

I regard such action as unjust and therefore appeal for a decision that will give to me wages for the week that I was unjustly suspended.

(Signed) HUGH F. HAGGERTY.

ANSWER TO GRIEVANCE No. 180.

December 22nd, 1909.

To the Board of Conciliation,
MR. W. L. CONNELL, President,
MR. JOHN FAHY, Secretary.

Gentlemen: We are advised that you have before you Grievance No. 180, Hugh F. Haggerty, vs. Lehigh & Wilkes-Barre Coal Co., in which Mr. Haggerty asserts unfair treatment and asks compensation for the period of time he was suspended from work.

We respectfully submit that this matter is not properly before your Board in that there has been no compliance with the 4th Clause of certain Articles of Agreement entered into between the Anthracite Mine Workers and the Anthracite Operators April 29th, 1909, wherein it was provided: "4th: Any dispute arising at a colliery under the terms of this agreement must first be taken up with the mine foreman and superintendent by the employee, or committee of employees directly interested, before it can be taken up with the Conciliation Board for final adjustment."

It is true that a committee arranged to meet the Outside Foreman of No. 5 colliery at which Mr. Haggerty is employed, but when the committee presented itself it was composed of three outside men from No. 5 colliery and five inside men from No. 4 colliery. Mr. Davis declined to discuss the subject with this committee because the majority were not in his employ and were not directly interested in the controversy.

Subsequently, viz: on December 16, 1909, a second committee called on our Outside Superintendent, Mr. Sykes, in reference to the Haggerty matter. This committee consisted of one outside employee from No. 5 colliery and three inside employees from No. 4 colliery. As only one of the men were under Mr. Sykes' employ, and as three of them certainly had no direct interest in the proposition, Mr. Sykes declined to treat with the committee.

Since that date we have heard nothing relative to the matter until notified that the same had been presented to your Board for adjudication.

We respectfully submit that it is not the purpose of this Company in dealing with its employees to take advantage of technicalities. However, we are working under certain Articles of Agreement appertaining to the labor situation, and if they are to be of any value, it is only fair that we should ask reasonable compliance therewith.

Our Foreman and Division Superintendent stand ready to meet a properly constituted committee at any time.

Yours truly,

C. F. HUBER,

Vice-President and General Mgr.

ACTION.

In re Grievance No. 180, Hugh F. Haggerty, vs. Lehigh & Wilkes-Barre Coal Co.

Resolution adopted January 9, 1910.

Whereas, It has been shown by the testimony that the complainant suffered suspension for one week on account of declining to work for thirty-six consecutive hours, and

Whereas, The Board of Conciliation is of the opinion that this discipline is unjust;

Therefore Be It Resolved, That this method of discipline be censured;

And Be It Further Resolved, That in view of the testimony admitted by the complainant, that the complainant did not return to work when his suspension had expired, and remained idle for two days longer, that he thereby deprived himself of any claim for compensation for the earnings he lost by the aforesaid unjust suspension.

GRIEVANCE No. 181.

Certain Employees vs. Mount Jessup Coal Company.

Gentlemen: The miners of the Mount Jessup Coal Company claim that the mine car has been enlarged from sixty-nine (69) cu. ft. to eighty-four and seven-fifty-eight hundredths (84.758) cu. ft.

We have tried to get this matter adjusted with the Company but have failed. So we hope that you will grant us a hearing on this question to prove our claim.

Yours truly,

MICHAEL CALKON,

Chairman of the Committee.

ANSWER TO GRIEVANCE No. 181.

Certain Employees, vs. Mount Jessup Coal Company.

WINTON, PA., Dec. 21st, 1909.

To the Board of Conciliation:

MR. JAMES A. GORMAN,
Assistant Secretary,
Hazleton, Pa.

Dear Sir: We beg to acknowledge the receipt of your communication of December 14th, 1909, enclosing copy of Grievance No. 181, from certain miners vs. Mt. Jessup Coal Company, Lim., etc.

The records and drawings, together with information furnished by the former Superintendents, justifies us in saying that the present mine car in use at the mines of the Mount Jessup Coal Co., Lim., is and has been the standard car, prior to and at the time of award of the Anthracite Coal Strike Commission, April 1, 1902.

The records further show that certain cars of smaller capacity were brought to the Mt. Jessup colliery from the Spring Brook Coal Company, and placed in operation, with the understanding that the smaller car should carry with it additional topping, making contents of same equal to the standard car with six inches topping, the price of same to be the same as the standard car.

While the present standard car has a larger cubic capacity than neighboring collieries, we respectfully call your attention to the larger yardage rates prevailing at the Mt. Jessup colliery, which has proved a grievous burden, costing greatly more than the difference in the respective capacity of the cars. We have been powerless to adjust this matter it having been in force at time of the Anthracite Commission's Award.

Very respectfully yours,
MOUNT JESSUP, COAL CO., LIM.,
CHAS. B. FORD, Secretary.

ACTION.

Grievance withdrawn February 14, 1911.

GRIEVANCE No. 182.

Certain Contract Miners, vs. P. & R. C. & I. Company.

GLEN CARBON, PA., Dec., 1909.

To the Board of Conciliation:

The undersigned committee representing the Contract Miners of the P. & R. C. & I. Company employed at West Glen Dower colliery respectfully represent that we are not permitted to use dynamite when we deem it necessary, which we believe is unjust and it means a reduction in our wages by imposing upon us more work without increasing the prices per car or per yard. We further believe that after years of experience as mining such experience enables us to be better judges as to the quality of powder needed in our work.

Therefore, we request your Honorable Board to direct said company to restore the old condition under which we used dynamite when we deemed it necessary in the proper performance of our work, or compensate us for the loss sustained. We also ask that we be compensated in full for the loss sustained since the new practice went into effect.

RICHARD CAMPIAN,
GEORGE MALEY,
JOHN HESSLER,
JOSEPH SLANE,
WILLIAM EAGEN,

ANSWER TO GRIEVANCE No. 182.

Certain Contract Miners, vs. P. & R. C. & I. Company.

POTTSVILLE, PA., June 8th, 1910.

To the Board of Conciliation:

Gentlemen: Replying to Grievance No. 182, Certain Contract Miners at Glendower Colliery vs. The Philadelphia & Reading Coal and Iron Company:

The explosives to be used must of necessity be determined by the management of the mine.

Yours truly,

W. J. RICHARDS,

Vice-President and General Manager.

ACTION.

The Board disagreed on Grievance No. 182 and the same was referred to an umpire for a decision.

Following is the umpire's decision:

GRIEVANCE No. 182.

DECISION OF THE UMPIRE.

The Grievance in this case was dated December, 1909, and related to a practice put into effect in that month at the West Glen Dower colliery, which is alleged to have restricted the miners in the use of dynamite more than they had been previously restricted.

The Grievance filed requests:

First: A restoration of the former practice under which, it is claimed, the miner was allowed to use dynamite whenever he deemed it necessary in the proper performance of his work;

Second: Or compensation for the loss sustained by the change in the practice; and

Third: In either case that the men be awarded compensation for the loss of earnings already sustained through the change it is claimed was made in the practice in this mine.

If the first request in the Grievance were conceded by the umpire, he would have to rule that the company was compelled to give dynamite to any and every individual miner whenever such miner chose to ask for it and to use it at his discretion. In other words, it would take away from the representative of the company any say whatever as to when dynamite should or should not be used. It would only be necessary for any miner to state to use the language of the Grievance, "that he deemed the use of dynamite necessary in the proper performance of his work."

The umpire cannot give any such award. He does not find in the testimony anything to justify the belief that such a practice ever existed in the West Glen Dower colliery. The only testimony on the subject is a statement of six or seven witnesses that they had previous to December, 1909, always gotten dynamite when they asked for it; but it is also a fact, as the evidence shows, that no miner could get dynamite without first going to the superintendent and securing an order for the same. It is obvious, therefore, from this practice that the representative of the company at all times reserved the right to

refuse to give the order for the dynamite, if he saw fit. The very fact that the men were in all cases compelled to secure an order for the dynamite shows that the company reserved the right to regulate the use of dynamite.

The superintendent of the company admits that there was about December, 1909, more restriction put on the use of dynamite than had formerly been the case, stating that the company had allowed the using of dynamite to become too prevalent and had placed some restriction on its use.

It is a well known and well understood fact that in mining the improper use of too strong explosives is likely to bring down large quantities of coal broken too small to be profitably marketed. It would be entirely possible, therefore, for a miner largely to increase his earnings by the use of strong explosives and at the same time reduce the value of his coal product to the company. It would be absurd, therefore, to order that the company put itself at the mercy of each individual miner and have no say whatever in the kind of explosive he was to use. On the other hand, it is equally well known and well understood that with certain kinds of coal and in certain conditions of a vein black powder cannot be used to advantage, and, in order to make reasonable earnings, the miner is compelled to use dynamite. It is entirely possible, therefore, that an unreasonable superintendent might place such restrictions upon the use of dynamite or might refuse to give it in cases where it was needed and in this way seriously impair a miner's earnings and work grave injustice to him. But, in order to avoid this second possibility, the umpire could not for a moment consider awarding the request in the Grievance of the miners that they be made practically the sole judges of when and where they were to use the dynamite. The first proposition in the Grievance, is, therefore, not sustained.

Neither can the second contention be sustained, for a careful study of the pay rolls of the company for a considerable period before the date on which the restriction was put on the use of dynamite and for several months following does not disclose a condition of facts to support the general claims of the complainants in this case. It was emphasized repeatedly during the testimony by the complainants that the restriction on the use of dynamite affected all the miners alike; and that the condition of the vein in the mine in question was such as to require the constant use of dynamite. The complaint was not that in particular and occasional instances dynamite was needed and refused, but the whole case was built up on the basis that there

was constant need for dynamite in that particular vein and that the order had operated adversely on all the miners engaged in the mine.

If the contentions made in the testimony were correct, then there would be a marked difference in the earnings of the miners taken as a whole after December, 1909, as compared with the earnings before that date. The pay rolls do not, however, show any such differences as would sustain these contentions.

The five complainants who signed the Grievance were for a considerable period before and after December, 1909, engaged in driving gangways, airways, etc. In order to get a fair basis of comparison, the umpire has gone over the pay rolls and taken the earnings for several months previous to December, 1909, and for several months following that date of all the miners who were engaged in driving gangways, airways, etc., other than the complainants themselves. Taking their net earnings and deducting the sliding scale percentage so as to secure a proper basis for comparison, the figures show that the average earnings of these miners were as high or higher in January, February, March, April, May and June, 1910, as they were in November, 1909, when it is alleged by the complainants they had freedom in the use of dynamite.

The umpire has given days to the study of the pay rolls of the company, and these pay rolls show the number of days worked, the gross earnings, all the deductions for labor, supplies, smithing, etc., the amount paid for the sliding scale, and the final amounts paid to each miner and his partner. In a word, the pay rolls contain all the data that the pay envelope or the pay check contains; and in the judgment of the umpire there is no question as to the accuracy of the figures he has been examining. The results of the examination of these pay rolls do not sustain the position taken by the complainants that the change put into effect in December, 1909, worked a serious reduction in the earnings of the miners in that portion of the West Glen Dower colliery concerned in this Grievance.

During the hearings before the Conciliation Board several witnesses were called who testified to having made extremely low earnings at some period following December, 1909; and during the sessions of the umpire with the Conciliation Board statements were filed from several other miners showing the extremely small earnings made by them at a period subsequent to December, 1909. But no one familiar with the extent to which the earnings of the contract miners vary from pay roll to pay roll can accept isolated facts such as these as any proof establishing the point concerning which this testimony is intro-

duced. Looking over the pay rolls for many months preceding December, 1909, during which time the miners claimed they were allowed the use of dynamite whenever they desired it, the umpire finds repeated instances of the very kind to which these men testified. Thus, he finds in the earlier period, when it is claimed dynamite was given whenever it was asked, one miner earning \$4.01 net as the result of four days' labor; in another month an instance of a miner earning \$5.30 as the result of four days' work; and other instances in other months as follows: \$3.78 net for two days' work; \$5.38 for five days' work; \$2.67 net for four days' work; \$5.33 net for eight days' work; \$1.15 net for seven days' work; \$1.81 net for eleven days' work. These instances are taken from the pay rolls of only three months and are cited here to show that merely bringing in a miner to testify that in a given half month he earned this or that small amount does not at all prove that the low earnings were due to restriction in the use of dynamite, since equally low earnings by individual miners in a half month can be found in practically every pay roll for the period when it is claimed there was no restriction on the use of dynamite.

The position of the complainants in this case has been further weakened by the fact that two of those signing the Grievance practically withdrew their contentions and gave testimony contrary to the allegations in the complaint which they had originally signed.

There can be no doubt as to the fact that in the month following December, 1909, three of the complainants earned considerably less each month than they had earned in the earlier period. If this were due solely to the new practice as to the use of dynamite, it would be evident also in the reduced earnings of the other miners engaged in the same character of work as these complainants. But, as already stated, the pay rolls do not show such conditions. It may have been that these complainants were discriminated against and may not have been given dynamite when they should have received it; but their complaint was not to this effect, but to the effect that a general restriction on the use of dynamite had wrought a general reduction in the earnings of the miners in that part of the West Glen Dower colliery to which this Grievance relates.

There has been no testimony to establish discrimination in the case of these particular miners, and it would probably be impossible at this late date to determine whether or not their failure to make their former earnings was due to the failure to secure dynamite. In a word, the only thing conclusively demonstrated in the case is that

several individual miners actually did earn much less after December, 1909, than they did before. They allege one reason for the reduced earnings; the company, another. There is no convincing testimony on either side, nor was it possible at the time the case was brought to the umpire to secure convincing testimony. He is therefore, unable to sustain the Grievance.

The facts as to the earnings of these three men could only have been definitely determined at the time at which the Grievance arose. At such time an investigation could have been had of the quality of the vein and the condition of the places in which these men were actually working, and it could have then been definitely demonstrated whether or not the men were being refused dynamite when they needed it, but the case did not reach the umpire until a year and a half after the date at which the conditions complained of existed. At that late date, as was admitted in the testimony, the cause of the complaint no longer existed. The umpire, therefore, cannot refrain from suggesting that cases of this character should be disposed of or referred to the umpire at a time when it is possible to determine definitely what are the real merits of the Grievance.

CHAS. P. NEILL.

GRIEVANCE No. 183.

Certain Contract Miners, vs. Thomas Coal Company.

To the Board of Conciliation:

Gentlemen: We, the undersigned, working at Kehley Run colliery, working in the Skidmore Vein, No. 4 Slope, were paid one dollar and twenty-six cents per car, and one dollar and twenty-six cent per yard and had to load our own coal. When we asked Foreman Price for nineteen cents additional per car for loading the coal we were discharged by Foreman Price, who removed our tools in our absence, to the surface. There were fourteen men discharged.

We wish to be returned to our former working places and also to be compensated for losses sustained by action of Foreman Price.

CHARLES GAILUSES,

PETER SCHUCH.

ANSWER TO GRIEVANCE No. 183.

Certain Contract Miners, vs. Thomas Colliery Company.

SHENANDOAH, PA., May 19th, 1910.

To the Board of Conciliation:

Gentlemen: Replying to Grievance, Certain Contract Miners, vs. the Thomas Colliery Company, and number 183, I have this to say, that the men in the Skidmore Vein, No. 4 Slope, viz: Adm. Tomshonis, Billis Holocofski, Joe Norcavage, Jose Youstopskie, Victor Dervitski, Joe Chercoski, Peter Schink, Charles Grezluski, John Pin-cavage, Alex Creggonis, Paul Vassas and William Seplepoka left their work before ten o'clock, on the 16th of February, telling the mine-foreman that they would work no more at the price paid. They reported at the colliery the next morning when the foreman asked them if they were going to work they answered "they were not" and the foreman told them to square up their places. Upon their refusal to do so the foreman told them to take out their tools but this they also refused to do, whereupon the foreman and assistant removed their tools to the surface, placing them in the engine house.

Yours truly,

W. C. THOMAS,

Gen'l Manager.

ACTION.

GRIEVANCE NO. 183.

Certain Contract Miners, vs. Thomas Coal Company.
Motion to sustain but lost on account of tie vote.
No further action.

GRIEVANCE No. 184.

Certain Employees, vs. The Thomas Coal Company.

SHENANDOAH, PA., Feb. 19th, 1910.

To the Board of Conciliation:

Gentlemen: We hereby certify that we worked at Kehley Run colliery in the Buck Mountain Vein, and were paid one dollar per car.

The company, early in January, changed this to yard work and Foreman Price told us we would have to work the vein at five dollars

and four cents per yard or take our tools out and, furthermore would not pay for relief props nor for couplings and would pay only two dollars and fifty cents for batteries.

We wish the company to return to the old method of working said vein or that the company shall pay yardage work which shall not be less than the rates per yard paid for working this vein by the Philadelphia and Reading Company and the Lehigh Valley Company in the same section and we wish to be paid for relief props, couplings and batteries rates not less than is paid by the said companies in this section.

We also ask that men who suffered the loss of their working places because of the change the company put into effect shall be returned to their working places and that they shall be fully compensated for losses that they sustained through the changes put into effect by the company.

THOMAS JENKINS,
GEORGE SCHLITZER,
CHARLES R. BROCIIOUS,
JAMES MORGAN.

ANSWER TO GRIEVANCE No. 184.

Certain Employees, vs. The Thomas Coal Company.

SHENANDOAH, PA., May 19th, 1910.

To the Board of Conciliation:

Gentlemen: Copy of Grievance No. 184, brought by Thomas Jenkins and others against the Kehley Run colliery received.

We desire to state that a change in the dip of the vein made necessary a change in the manner of working these Buck Mountain breasts.

In making the new prices we endeavored to fix a price at such a rate as would net the men for the various units of labor the same price they were formerly receiving when driving these breasts by the car.

If there is any feeling that the prices fixed will not produce this result, we will guarantee on the completion of each breast if the compensation at \$5.04 per yard is not equal to the returns they would have received at the old rates to make up the deficiency.

Yours truly,

W. G. THOMAS,
General Manager.

ACTION.

GRIEVANCE NO. 184.

Employes vs. Thomas Coal Company.

Motion to sustain lost on account of tie vote.

No further action.

GRIEVANCE No. 185.

George White, et al., vs. Hazle Mountain Coal Company.

BLACK RIDGE, PA., June 1st, 1910.

To the Board of Conciliation:

Gentlemen: We, the undersigned, employed as Pumpmen for the Hazle Mountain Coal Company at their colliery at Black Ridge, submit for your consideration the following grievance:

That alternately we are compelled to work on Sunday, twenty-four hours.

We demand that the company furnish a man to work on Sunday, instead of compelling us to work twenty-four hours, and that we suffer no decrease in our wages.

Respectfully submitted,

GEO. WHITE,

LEONARD GETTINGER.

ANSWER TO GRIEVANCE No. 185.

George White, et al., vs. Hazle Mountain Coal Company.

Board of Conciliation:

Gentlemen: We beg to submit the following answer to Grievances Nos. 185, 186, 187, 188, 189, 190, as returned to us by your Assistant Secretary under date of May 26 and June 6.

Grievance No. 185 has never been presented to us for consideration.

Grievance No. 186 has never been presented to us for consideration.

Grievance No. 189 has never been presented to us for consideration.

Our answer to Grievance No. 186 is as follows: In November, 1909, we started a breast which was to be driven through pillars and across old breasts for the purpose of getting into a section which we wanted to rob out, and which was to be used as a haulage road when finished. We gave this job to Oliver Walters at the regular breast price of \$1.25 per car and told him that he could work it 20 ft. wide and further made him an allowance of \$1.00 per yard in going through the pillars and paid him company time at miners wages for crossing the old breasts. Shortly after he began this work he expressed dissatisfaction at the allowance for crossing the old breasts, and our foreman agreed to give him \$1.00 per yard all through, that is for both pillars and breasts, which was satisfactory to him.

In the second half of November, which was the first full two weeks he worked in this place, he earned \$30.21, in the first half of December \$32.56, in the second half of December \$38.25, and in the first half of January \$34.84, when the mine committee ordered him out of the place, they claiming that the work was a counter gangway and should be paid for at \$2.00 per yard, and it has been impossible for us to get the place worked since.

In the time between the middle of January and May 17th, we showed this job to many men who were willing to take it at the price offered but they were not allowed to go to work and men were not even allowed to work it by the day at miners' wages.

On May 17th, two men who had taken this job were held up by Moyer and Rodgers and told that they could not work that place. We had positive information that the above named men prevented these miners from going to work; in fact they freely admitted it and said that these were not the first they had turned away which we considered fully justified us in discharging them.

A committee called at our office the next morning and asked us to reinstate these men, which we refused to do. They then said that they would tie up the colliery until these men were reinstated and we discharged our foreman. They then went down to the slope and sent word inside that there was a strike on and we were compelled to shut down the colliery at noon.

Grievance No. 187 refers to the above described piece of work on which there is a disagreement as to its class.

Our answer to Grievance No. 190 is as follows:

Our price for gangway timber with a 7 foot collar is and always has been \$1.25 per set and it would be absurd to claim that we would

make a price of \$1.25 for the small timber required in a heading. In regard to chutes we have two ways of opening our breasts. One is to open between two sets of timber, which is about 6 feet, which we call a chute and for which we pay \$2.05 per yard and \$1.00 per set for timber. The other way is to open in the space occupied by three sets of timber, which is about 12 ft. and for which we pay \$1.00 per yard and \$1.25 per set for timber. We also pay \$2.05 per yard for headings and you will note that where we pay \$2.05 per yard we pay \$1.00 for timber and where we pay \$1.00 per yard we pay \$1.25 for timber, or for collar 7 feet or over we pay \$1.25 and under 7 feet, \$1.00.

Very truly yours,

HAZLE MOUNTAIN COAL CO.,

W. A. FULLER, Supt.

ACTION.

GRIEVANCE NO. 185.

George White, et al., vs. Hazle Mountain Coal Company.

Settled by agreement of parties and withdrawn.

GRIEVANCE No. 186.

Anthony Rodgers and Benjamin Moyer, vs. Hazle Mountain Coal Co.

HAZLETON, PA., May 22nd, 1910.

To the Board of Conciliation:

In accordance with an understanding with officials of the Hazle Mountain Coal Company, to have the Conciliation Board take our case up for action; we the undersigned, claim that our discharge for alleged interference with a miner who was hired to drive a gangway was unjust and appeal to the Board for a hearing on the case.

Respectfully submitted,

ANTHONY RODGERS,

BENJAMIN MOYER.

ANSWER TO GRIEVANCE No. 186.

Anthony Rodgers and Benjamin Moyer, vs. Hazle Mountain Coal Co.
Board of Conciliation:

Gentlemen: We beg to submit the following answers to Griev-

ances Nos. 185, 186, 187, 188, 189, 190, as returned to us by your Assistant Secretary under date of May 26 and June 6.

Grievance No. 185 has never been presented to us for consideration.

Grievance No. 186 has never been presented to us for consideration.

Grievance No. 189 has never been presented to us for consideration.

Our answer to Grievance No. 186 is as follows: In November, 1909, we started a breast which was to be driven through pillars and across old breasts for the purpose of getting into a section which we wanted to rob out, and which was to be used as a haulage road when finished. We gave this job to Oliver Walters at the regular breast price of \$1.25 per car and told him that he could work it 20 ft. wide and further made him an allowance of \$1.00 per yard in going through the pillars and paid him company time at miners wages for crossing the old breasts. Shortly after he began this work he expressed dissatisfaction at the allowance for crossing the old breasts, and our foreman agreed to give him \$1.00 per yard all through, that is for both pillars and breasts, which was satisfactory to him.

In the second half of November, which was the first full two weeks he worked in this place, he earned \$30.21, in the first half of December \$32.56, in the second half of December \$38.25 and in the first half of January \$34.84, when the mine committee ordered him out of the place, they claiming that the work was a counter gangway and should be paid for at \$2.00 per yard, and it has been impossible for us to get the place worked since.

In the time between the middle of January and May 17th, we showed this job to many men who were willing to take it at the price offered but they were not allowed to go to work and men were not even allowed to work it by the day at miners wages.

On May 17th, two men who had taken this job were held up by Moyer and Rodgers and told that they could not work that place. We had positive information that the above named men prevented these miners from going to work; in fact they freely admitted it and said that these were not the first they had turned away which we considered fully justified us in discharging them.

A committee called at our office the next morning and asked us to reinstate these men, which we refused to do. They then said that

they would tie up the colliery until these men were reinstated and we discharged our foreman. They then went down to the slope and sent word inside that there was a strike on and we were compelled to shut down the colliery at noon.

Grievance No. 187 refers to the above described piece of work on which there is a disagreement as to its class.

Our answer to Grievance No. 190 is as follows:

Our price for gangway timber with a 7 foot collar is and always has been \$1.25 per set and it would be absurd to claim that we would make a price of \$1.25 for the small timber required in a heading. In regard to chutes we have two ways of opening our breasts. One is to open between two sets of timber, which is about 6 feet, which we call a chute and for which we pay \$2.05 per yard and \$1.00 per set for timber. The other way is to open in the space occupied by three sets of timber, which is about 12 ft. and for which we pay \$1.00 per yard and \$1.25 per set for timber. We also pay \$2.05 per yard for headings and you will note that where we pay \$2.05 per yard we pay \$1.00 for timber and where we pay \$1.00 per yard we pay \$1.25 for timber, or for a collar 7 feet or over we pay \$1.25 and under 7 feet, \$1.00.

Very truly yours,

HAZLE MOUNTAIN COAL CO.

W. A. FULLER, Supt.

ACTION.

GRIEVANCE NO. 186.

Anthony Rodgers and Benjamin Moyer, vs. Hazle Mountain Coal Co.

Motion to sustain lost on account of tie vote.

No further action.

GRIEVANCE No. 187.

John Goryl, vs. Hazle Mountain Coal Company.

HAZLETON, PA., June 1st, 1910.

To the Board of Conciliation:

Gentlemen: I started to drive a gangway for the Hazle Mountain Coal Company at their Hazle Mountain colliery for which I receive \$1.76 per yard when driving through the pillars, and \$1.00 per yard when going through the empty breast. As the price on similar

work has been \$2.00 per yard when driving through the pillar; I demand that I be paid at the rate of \$2.00 per yard when driving through the pillar.

Respectfully submitted,

JOHN GORYL.

ANSWER TO GRIEVANCE No. 187.

John Goryl, vs. Hazle Mountain Coal Company.

Board of Conciliation:

Gentlemen: We beg to submit the following answer to Grievances Nos. 185, 186, 187, 188, 189, 190, as returned to us by your Assistant Secretary under date of May 26 and June 6.

Grievance No. 185 has never been presented to us for consideration.

Grievance No. 186 has never been presented to us for consideration.

Grievance No. 189 has never been presented to us for consideration.

Our answer to Grievance No. 186 is as follows: In November, 1909, we started a breast which was to be driven through pillars and across old breasts for the purpose of getting into a section which we wanted to rob out, and which was to be used as a haulage road when finished. We gave this job to Oliver Walters at the regular breast price of \$1.25 per car and told him that he could work it 20 ft. wide and further made him an allowance of \$1.00 per yard in going through the pillars and paid him company time at miners wages for crossing the old breasts. Shortly after he began this work he expressed dissatisfaction at the allowance for crossing the old breasts, and our foreman agreed to give him \$1.00 per yard all through, that is for both pillars and breasts, which was satisfactory to him.

In the second half of November, which was the first full two weeks he worked in this place, he earned \$30.21, in the first half of December \$32.56, in the second half of December \$38.25 and in the first half of January \$34.84, when the mine committee ordered him out of the place, they claiming that the work was a counter gangway and should be paid for at \$2.00 per yard, and it has been impossible for us to get the place worked since.

In the time between the middle of January and May 17th, we showed this job to many men who were willing to take it at the price offered but they were not allowed to go to work and men were not even allowed to work it by the day at miners wages.

On May 17th, two men who had taken this job were held up by Moyer and Rodgers and told that they could not work that place. We had positive information that the above named men prevented these miners from going to work; in fact they freely admitted it and said that these were not the first they had turned away which we considered fully justified us in discharging them.

A committee called at our office the next morning and asked us to reinstate these men, which we refused to do. They then said that they would tie up the colliery until these men were reinstated and we discharged our foreman. They then went down to the slope and sent word inside that there was a strike on and we were compelled to shut down the colliery at noon.

Grievance No. 187 refers to the above described piece of work on which there is a disagreement as to its class.

Our answer to Grievance No. 190 is as follows:

Our price for gangway timber with a 7 foot collar is and always has been \$1.25 per set and it would be absurd to claim that we would make a price of \$1.25 for the small timber required in a heading. In regard to chutes we have two ways of opening our breasts. One is to open between two sets of timber, which is about 6 feet, which we call a chute and for which we pay \$2.05 per yard and \$1.00 per set for timber. The other way is to open in the space occupied by three sets of timber, which is about 12 ft. and for which we pay \$1.00 per yard and \$1.25 per set for timber. We also pay \$2.05 per yard for headings and you will note that where we pay \$2.05 per yard we pay \$1.00 for timber and where we pay \$1.00 per yard we pay \$1.25 for timber, or for a collar 7 feet or over we pay \$1.25 and under 7 feet, \$1.00.

Very truly yours,

HAZLE MOUNTAIN COAL CO.

W. A. FULLER, Supt.

ACTION.

GRIEVANCE NO. 187.

Withdrawn at meeting in Wilkes-Barre on Monday, the 12th day of September, 1910, conditions complained of having been adjusted.

GRIEVANCE No. 188.

Claude Croll, et. al., vs. Hazle Mountain Coal Company.

HAZLETON, PA., June 1st, 1910.

To the Board of Conciliation:

Gentlemen: We desire to present to you for a decision the following complaint:

That we are employed at the Hazle Mountain Colliery of the Hazle Mountain Coal Company as Firemen.

That we do not be paid the sliding scale on our earnings.

We therefore appeal to you for a decision compelling the above named company to pay us the sliding scale in accordance with the Awards of the Anthracite Coal Strike Commission.

Respectfully submitted,

CLAUD CROLL,
JOHN DRUMHELLER,
PETER SWANK.

ANSWER TO GRIEVANCE No. 188.

Claude Croll, et. al., vs. Hazle Mountain Coal Company.

Board of Conciliation:

Gentlemen: We beg to submit the following answer to Grievances Nos. 185, 186, 187, 188, 189, 190, as returned to us by your Assistant Secretary under date of May 26 and June 6.

Grievance No. 185 has never been presented to us for consideration.

Grievance No. 186 has never been presented to us for consideration.

Grievance No. 189 has never been presented to us for consideration.

Our answer to Grievance No. 186 is as follows: In November, 1909, we started a breast which was to be driven through pillars and across old breasts for the purpose of getting into a section which we wanted to rob out, and which was to be used as a haulage road when finished. We gave this job to Oliver Walters at the regular breast price of \$1.25 per car and told him that he could work it 20 ft. wide and further made him an allowance of \$1.00 per yard in going through the pillars and paid him company time at miners wages for crossing

the old breasts. Shortly after he began this work he expressed dissatisfaction at the allowance for crossing the old breasts, and our foreman agreed to give him \$1.00 per yard all through, that is for both pillars and breasts, which was satisfactory to him.

In the second half of November, which was the first full two weeks he worked in this place, he earned \$30.21, in the first half of December \$32.56, in the second half of December \$38.25 and in the first half of January \$34.84, when the mine committee ordered him out of the place, they claiming that the work was a counter gangway and should be paid for at \$2.00 per yard, and it has been impossible for us to get the place worked since.

In the time between the middle of January and May 17th, we showed this job to many men who were willing to take it at the price offered but they were not allowed to go to work and men were not even allowed to work it by the day at miners wages.

On May 17th, two men who had taken this job were held up by Moyer and Rodgers and told that they could not work that place. We had positive information that the above named men prevented these miners from going to work; in fact they freely admitted it and said that these were not the first they had turned away which we considered fully justified us in discharging them.

A committee called at our office the next morning and asked us to reinstate these men, which we refused to do. They then said that they would tie up the colliery until these men were reinstated and we discharged our foreman. They then went down to the slope and sent word inside that there was a strike on and we were compelled to shut down the colliery at noon.

Grievance No. 187 refers to the above described piece of work on which there is a disagreement as to its class.

Our answer to Grievance No. 190 is as follows:

Our price for gangway timber with a 7 foot collar is and always has been \$1.25 per set and it would be absurd to claim that we would make a price of \$1.25 for the small timber required in a heading. In regard to chutes we have two ways of opening our breasts. One is to open between two sets of timber, which is about 6 feet, which we call a chute and for which we pay \$2.05 per yard and \$1.00 per set for timber. The other way is to open in the space occupied by three sets of timber, which is about 12 ft. and for which we pay \$1.00 per yard and \$1.25 per set for timber. We also pay \$2.05 per yard for headings and you will note that where we pay \$2.05 per yard we pay

\$1.00 for timber and where we pay \$1.00 per yard we pay \$1.25 for timber, or for a collar 7 feet or over we pay \$1.25 and under 7 feet, \$1.00.

Very truly yours,

HAZLE MOUNTAIN COAL CO.

W. A. FULLER, Supt.

ACTION.

GRIEVANCE NO. 188.

Certain Firemen, vs. Hazle Mountain Coal Co.
Settled by agreement of parties and withdrawn.

GRIEVANCE No. 189.

Mike Urick, et. al., vs. Hazle Mountain Coal Co.

HAZLETON, PA., June 1st, 1910.

To the Board of Conciliation:

Gentlemen: We, the undersigned committee of certain employees of the Hazle Mountain Coal Company, at their Hazle Mountain colliery present to you for adjustment the following complaint:

That we be paid fifty cents per car for loading rock according to a previous arrangement.

Respectfully submitted,

MIKE URICK,

MIKE BOYEL.

ANSWER TO GRIEVANCE No. 189.

Mike Urick, et. al., vs. Hazle Mountain Coal Co.

Board of Conciliation:

Gentlemen: We beg to submit the following answers to Grievances Nos. 185, 186, 187, 188, 189, 190, as returned to us by your Assistant Secretary under date of May 26 and June 6.

Grievance No. 185 has never been presented to us for consideration.

Grievance No. 186 has never been presented to us for consideration.

Grievance No. 189 has never been presented to us for consideration.

Our answer to Grievance No. 186 is as follows: In November, 1909, we started a breast which was to be driven through pillars and across old breasts for the purpose of getting into a section which we wanted to rob out, and which was to be used as a haulage road when finished. We gave this job to Oliver Walters at the regular breast price of \$1.25 per car and told him that he could work it 20 ft. wide and further made him an allowance of \$1.00 per yard in going through the pillars and paid him company time at miners wages for crossing the old breasts. Shortly after he began this work he expressed dissatisfaction at the allowance for crossing the old breasts, and our foreman agreed to give him \$1.00 per yard all through, that is for both pillars and breasts, which was satisfactory to him.

In the second half of November, which was the first full two weeks he worked in this place, he earned \$30.21, in the first half of December \$32.56, in the second half of December \$38.25 and in the first half of January \$34.84, when the mine committee ordered him out of the place, they claiming that the work was a counter gangway and should be paid for at \$2.00 per yard, and it has been impossible for us to get the place worked since.

In the time between the middle of January and May 17th, we showed this job to many men who were willing to take it at the price offered but they were not allowed to go to work and men were not even allowed to work it by the day at miners wages.

On May 17th, two men who had taken this job were held up by Moyer and Rodgers and told that they could not work that place. We had positive information that the above named men prevented these miners from going to work; in fact they freely admitted it and said that these were not the first they had turned away which we considered fully justified us in discharging them.

A committee called at our office the next morning and asked us to reinstate these men, which we refused to do. They then said that they would tie up the colliery until these men were reinstated and we discharged our foreman. They then went down to the slope and sent word inside that there was a strike on and we were compelled to shut down the colliery at noon.

Grievance No. 187 refers to the above described piece of work on which there is a disagreement as to its class.

Our answer to Grievance No. 190 is as follows:

Our price for gangway timber with a 7 foot collar is and always has been \$1.25 per set and it would be absurd to claim that we would make a price of \$1.25 for the small timber required in a heading. In regard to chutes we have two ways of opening our breasts. One is to open between two sets of timber, which is about 6 feet, which we call a chute and for which we pay \$2.05 per yard and \$1.00 per set for timber. The other way is to open in the space occupied by three sets of timber, which is about 12 ft. and for which we pay \$1.00 per yard and \$1.25 per set for timber. We also pay \$2.05 per yard for headings and you will note that where we pay \$2.05 per yard we pay \$1.00 for timber and where we pay \$1.00 per yard we pay \$1.25 for timber, or for a collar 7 feet or over we pay \$1.25 and under 7 feet, \$1.00.

Very truly yours,

HAZLE MOUNTAIN COAL CO.

W. A. FULLER, Supt.

ACTION.

GRIEVANCE NO. 189.

Mike Urick, et. al., vs. Hazle Mountain Coal Co.

Settled by agreement of parties and withdrawn.

GRIEVANCE No. 190.

George Kokindo, et. al., vs. Hazle Mountain Coal Company.

HAZLETON, PA., June 1st, 1910.

To the Board of Conciliation:

Gentlemen: We, the undersigned committee, representing certain contract miners employed by the Hazle Mountain Coal Company at their Hazle Mountain colliery present for adjustment the following grievance:

That we were formerly paid \$1.25 per set for standing timber in chutes and headings. That the price has been reduced to \$1.00 per set.

We therefore, demand that the price of \$1.25 per set be restored.

Respectfully submitted,

GEORGE KOKINDO,

PETER SMITH.

ANSWER TO GRIEVANCE No. 190.

George Kokindo, et. al., vs. Hazle Mountain Coal Company.

Board of Conciliation.

Gentlemen: We beg to submit the following answer to Grievances Nos. 185, 186, 187, 188, 189, 190, as returned to us by your Assistant Secretary under date of May 26 and June 6.

Grievance No. 185 has never been presented to us for consideration.

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Our answer to Grievance No. 186 is as follows: In November, 1909, we started a breast which was to be driven through pillars and across old breasts for the purpose of getting into a section which we wanted to rob out, and which was to be used as a haulage road when finished. We gave this job to Oliver Walters at the regular breast price of \$1.25 per car and told him that he could work it 20 ft. wide and further made him an allowance of \$1.00 per yard in going through the pillars and paid him company time at miners wages for crossing the old breasts. Shortly after he began this work he expressed dissatisfaction at the allowance for crossing the old breasts, and our foreman agreed to give him \$1.00 per yard all through, that is for both pillars and breasts, which was satisfactory to him.

In the second half of November, which was the first full two weeks he worked in this place, he earned \$30.21, in the first half of December \$32.56, in the second half of December \$38.25 and in the first half of January \$34.84, when the mine committee ordered him out of the place, they claiming that the work was a counter gangway and should be paid for at \$2.00 per yard, and it has been impossible for us to get the place worked since.

In the time between the middle of January and May 17th, we showed this job to many men who were willing to take it at the price

offered but they were not allowed to go to work and men were not even allowed to work it by the day at miners wages.

On May 17th, two men who had taken this job were held up by Moyer and Rodgers and told that they could not work that place. We had positive information that the above named men prevented these miners from going to work; in fact they freely admitted it and said that these were not the first they had turned away which we considered fully justified us in discharging them.

A committee called at our office the next morning and asked us to reinstate these men, which we refused to do. They then said that they would tie up the colliery until these men were reinstated and we discharged our foreman. They then went down to the slope and sent word inside that there was a strike on and we were compelled to shut down the colliery at noon.

Grievance No. 187 refers to the above described piece of work on which there is a disagreement as to its class.

Our answer to Grievance No. 190 is as follows:

Our price for gangway timber with a 7 foot collar is and always has been \$1.25 per set and it would be absurd to claim that we would make a price of \$1.25 for the small timber required in a heading. In regard to chutes we have two ways of opening our breasts. One is to open between two sets of timber, which is about 6 feet, which we call a chute and for which we pay \$2.05 per yard and \$1.00 per set for timber. The other way is to open in the space occupied by three sets of timber, which is about 12 ft. and for which we pay \$1.00 per yard and \$1.25 per set for timber. We also pay \$2.05 per yard for headings and you will note that where we pay \$2.05 per yard we pay \$1.00 for timber and where we pay \$1.00 per yard we pay \$1.25 for timber, or for a collar 7 feet or over we pay \$1.25 and under 7 feet, \$1.00.

Very truly yours,

HAZLE MOUNTAIN COAL CO.

W. A. FULLER, Supt.

ACTION.

GRIEVANCE NO. 190.

George Kokindo, et. al., vs. Hazle Mountain Coal Company.

Settled by agreement of parties and withdrawn.

GRIEVANCE No. 191.

Certain Employees, vs. Hazle Mountain Coal Company.

HAZLETON, PA., June 16th, 1910.

To the Board of Conciliation:

Gentlemen: We, the undersigned committee of certain employees of the Hazle Mountain Coal Company, at their Hazle Mountain colliery present to you for adjustment the following complaint:

That we be paid fifty cents per car for loading rock according to a previous arrangement.

Respectfully submitted,
CONDY DUFFY,
MIKE URICK.

ANSWER TO GRIEVANCE No. 191.

Certain Employees, vs. Hazle Mountain Coal Company.

HAZLETON, PA., June 16th, 1910.

To the Board of Conciliation:

Gentlemen: We beg to submit the following reply to Grievance No. 191, in reference to paying fifty cents per car for loading rock:

When we began operations here we established a price of \$1.00 per yard for one foot in thickness for blasting and loading rock in gangways. There has never been any deviation in this price. We have always paid it and pay it to-day.

Our Whatron vein carries a bench of dividing slate which runs as high as 18 inches in thickness in some places and we found that the miners were loading a good deal of this in the coal. In August, 1905, in an effort to prevent this, we made an agreement to pay 50 cents per car for loading this slate in the vein where it could be gobbled, which would apply particularly to gangways and opening breasts. This agreement was as well known and understood by our employees as by ourselves, and the fact that we have worked along for five years without the question ever having been brought up is convincing evidence of this. We have never attempted to make any change in either of these prices and pay them to-day just as we have for the past five years.

Condy Duffy whose name is signed to this grievance claims that he has been paid 50 cents per car for loading rock for which he had been paid \$1.00 per yard per foot for blasting, but our records show

that since he entered our employ in September, 1908, he has never been so paid.

Very truly yours,
HAZLE MOUNTAIN COAL COMPANY,
W. A. FULLER, Supt.

ACTION.

GRIEVANCE NO. 191.

Certain Employees, vs. Hazle Mountain Coal Company.
Settled by agreement of parties and withdrawn.

GRIEVANCE No. 192.

John Delaney, vs. P. & R. C. & I. Company.

GLEN CARBON, PA., June 22nd, 1910.

To the Board of Conciliation:

Gentlemen: I was employed at driving chutes and headings in the East Billy Vein, Glendower Colliery of the P. & R. C. & I. Company, at \$2.32 per day. On June 20th, the foreman, Mr. Lorenz and the superintendent, Mr. Gallagher, notified me that henceforth this work must be done by contract at the following prices:

Chutes, \$3.78 per yard; headings, \$3.78 per yard. This action notwithstanding that the prices paid for driving chutes and headings in the same vein, and same colliery are much higher.

Therefore I request your Honorable Board to reinstate me in my former position and pay to me the prices paid for such work elsewhere in the above mentioned colliery.

JOHN DELANEY.

ANSWER TO GRIEVANCE No. 192.

John Delaney, vs. P. & R. C. & I. Company.

June 28th, 1910.

To the Board of Conciliation:

Gentlemen: Replying to Grievance No. 192, we have to say that the rate of \$3.78 for chutes and headings in the Skidmore Vein, conforms to prices in vogue at Richardson in April, 1902, and in Thomas-ton Slope at an earlier date. Also the Slope workings at Otto. The

Water Level workings at Otto in April, 1902, had a rate of \$2.50 which plus the percentage would equal \$3.15.

W. J. RICHARDS.

ACTION.

GRIEVANCE NO. 192.

GLEN CARBON, PA., August 6th, 1911.

To the Board of Conciliation:

Gentlemen: Discouraged by the unjust treatment that has been dealt to my brother Edward and I by the defendant Company since we appeared before your Honorable Board, owing, I believe, to our active participation in Grievance No. 192. In support of this statement, I need but refer to testimony given in which my brother Edward was belied and so proven before your Board. Also other testimony the falsity of which is very evident, notwithstanding all this my brother and I not only were not permitted to work together, but we were not allowed to work with skilled miners who desired we should work with them. Everything was made so disagreeable for us that we were compelled to cease working for the defendant company.

Owing to misrepresentation and other methods being condoned in, I cannot expect justice. Therefore, as the complainant in Grievance No. 192 I request that said Grievance be withdrawn.

Sincerely,

JOHN DELANEY.

GRIEVANCE No. 193.

Presented at Wilkes-Barre, 11 July, 1910, by Mr. McAneny.

PITTSBURGH, PA., July 7, 1910.

To the Board of Conciliation:

Gentlemen: The undersigned committee representing the employees of the Pennsylvania and Hillside Coal & Iron Companies, employed at the collieries of said Companies located in Dunmore, Old Forge, Pittston and vicinity, respectfully present the following Grievance:

The form of pay-statement now issued is unsatisfactory, inasmuch, as it does not give a properly itemized account of the earnings and expenses of the employees.

We have requested the general manager to change the form so as to correspond with the following; but he refused.

We therefore request your Honorable Board to direct the Pennsylvania Coal Company and the Hillside Coal and Iron Company to issue a pay-statement in conformity with this form.

| | | | | |
|----------------------|-------------------|-----|----|---------------------------|
| For Mining | Tons of Coal | (a) | By | Kegs of Powder, |
| " All'ce water | Tons Coal | (a) | " | Sticks Atlas, " |
| " " Pitch | " " | (a) | " | Gallons of Oil, |
| " Lin. Yds. Gangway, | | (a) | " | Sharpening Tools, |
| " " Airway, | | (a) | " | Blacksmith Work, |
| " " Counter, | | (a) | " | Blasting Caps, |
| " " Cross Cut, | | (a) | " | Fuse, |
| " " Narrow-Chamber, | | (a) | " | Cartridges, |
| " " Top Rock, | | (a) | " | Squibs, |
| " " Bot. Rock, | | (a) | " | Cotton, |
| " Props, | | (a) | " | Handles, |
| " Cross Timbers, | | (a) | " | Oil Cans, |
| " Opening Chambers, | | (a) | " | Lamps, |
| " Hours Miner, | | (a) | " | Shovels, |
| " " Laborer, | | (a) | " | Chk. Wgman, & Dock. Boss, |
| | | | " | Rent, |
| | | | " | Tons of Coal, |
| | | | " | Relief Contribution, |
| | | | " | Laborer, |
| | Amount, | | | |
| | Sliding Scale | % | | |
| | Total Earnings, | | | |
| | Total Deductions, | | | |
| | Amount Due, | | | Dockage |
| | | | | Cwt. |

Yours very truly,

P. F. WALSH,

GEO. MANGAN.

ANSWER TO GRIEVANCE No. 193.

Certain Employees, vs. Penna. & H. C. & I. Companies.

July 25th, 1910.

MR. JAMES A. GORMAN,
Asst. Sec'y. Board of Conciliation,
Hazleton, Pa.

Dear Sir: Yours of the 20th inst. enclosing copy of Grievance No. 193, Employees vs. Pennsylvania and Hillside Companies, presented to the Board of Conciliation, is received.

As stated to the committee of employees on June 20th, 1910, the pay statement, a copy of which is enclosed, was adopted at the request of the miners with the approval of the Conciliation Board and was the second time that a change was made in the pay statement, making three different forms in use since the agreement of March, 1903.

The form which is attached to Grievance No. 193 is that of the D. & H. Company. The form now used by the Pennsylvania and Hillside Companies is practically the same as that of one or of two of the other companies. It is unjust to ask the Pennsylvania and Hillside Companies to make such frequent changes and add to the expense of doing the work, when the form now in use is practically the same as that of other companies, and compel them to adopt the form of another whose business methods are entirely different.

If a form is adopted for the entire Anthracite field, or for the companies operating in District No. 1, the Pennsylvania and Hillside Companies will adopt it.

Yours very truly,

W. A. MAY, General Manager.

ACTION.

GRIEVANCE NO. 193.

Grievance withdrawn February 17, 1913.

GRIEVANCE No. 194.

PLAINSVILLE, August 10th, 1910.

MR. JAMES A. GORMAN,
Sec'y. Miners' Conciliation Board:

Dear Sir: I herein enclose my grievance against the Penn'a. Coal Company officials to be brought before the honorable members of said Board, the grievance are as follows:

First: I was inside foreman in the Checker Vein at No. 14 colliery and was discharged because I was trying to protect the workmen from danger on the gangway road;

Second: I tried to live up to the mine laws but could not. I could not get material to do so.

Third. I was approached in the mine by a man who was paid a salary by the company and was requested to buy stock in a company officered by paid officials of the Penn'a. Coal Company. After I did buy this stock I received a letter asking me to buy more stock as it was advancing. I refused, then they had no more use for me.

Fourth: The mine laws are being violated in every way and the Mine Inspector allows it to go on knowing that the company is doing so.

Fifth: I worked through the strike of 1900 and the Firemen's strike. Also the strike of 1902 in the boiler room as fireman to keep the water out of the mines.

Sixth: The officials of the company promised me on several occasions to take care of me and that I would never want for work, and the best of work, not anything was too good for me for what I had done for the company in the time of strikes.

Seventh: By their verbal promise I want my back salary up to date, also to be reinstated.

Respectfully yours,

GEORGE L. WALKER,
Plainsville, Pa.

Box 175.

ACTION.

GRIEVANCE NO. 194.


Resolution adopted in re Grievance No. 194 at meeting in Wilkes-Barre, on Monday, the 12th day of September, 1910.

Whereas, It is provided by the Award of the Anthracite Coal Strike Commission, inter alia, as follows, to wit:

"The following classes of employees are not included within the provisions of the awards already made, to wit: Superintendents, foremen, assistant foremen and bosses; and

Whereas, It appears that the complainant in Grievance No. 194, is a member of one of the classes of employees excepted from the

provisions of the Award of the Anthracite Coal Strike Commission, therefore,

Be It Resolved by the Board of Conciliation that under the Award of the Anthracite Coal Strike Commission the Board of Conciliation has no power to consider the relations of the companies and mine foreman; that the Board of Conciliation must therefore decline to receive said Grievance and the Secretary is instructed to return same to the complainant." 

BOARD OF CONCILIATION.

GRIEVANCE NO. 195.

OLD FORGE, Aug. 29, 1910.

To the Board of Conciliation:

The undersigned committee representing a majority of the Contract Miners of the Old Forge colliery, herewith submits the following grievance for your consideration:

On June 20th, a general committee representing the employees of the collieries of the Pennsylvania Coal Company, in Dunmore and south of the City of Scranton presented the following grievance:

"The dockage under the present system is excessive and unwarranted and it is impossible under the present system to dock fairly; we demand its abolition and some other form of discipline adopted."

On a later date the Pennsylvania Coal Company made the following answer:

"Docking cannot be abolished; it can however be modified. Unwarranted and unfair docking will not be allowed. If the Contract Miners will give 2240 pounds of coal of sizes including Pea Coal and above for the miner's weight of 27 cwt., their docking-boss can do the docking with the assistance of the company docking-boss. It would be the duty, then, of the miner's docking-boss to see that the miners sending out dirty coal were sufficiently docked to give the Company what the miners have agreed to give it."

"If the sizes of coal, including Pea Coal and above, going over the railroad scales showed that the miners had not given the company 2240 pounds of sizes including Pea Coal and above for a miner's

ton or weight, the miners would make up to the company proportionately what the company was short. If the railroad scale showed an excess, it would be given back to the miners proportionately."

The above proportion was agreed to by the general committee, subject to the ratification of the employees. A majority of whom ratified it; but we the employees of the Old Forge colliery, refused to accept it, but notwithstanding our refusal the Company insists that we must be a party to this agreement, for the reason, that the employees of a majority of the collieries had adopted it.

We maintain that we are within our rights, under the terms of the Awards of the Anthracite Coal Strike Commission, in refusing to accept or be a party to this agreement. And we respectfully, request your honorable body to so decide.

ALESRANDO COLBASSAIN.

JOHN ROHLAND.

CHARLIE ARESAIN.

ACTION.

IN RE GRIEVANCE NO. 195.

Contract Miners, Old Forge Colliery, vs. Pennsylvania Coal Company.

Resolution adopted at meeting Monday, 23rd day of October, 1911.

Resolved by the Board of Conciliation that it is the sense of both miners and operators that Grievance No. 195 should be allowed to rest for the present.

GRIEVANCE No. 196.

Contract Miners, No. 9 Colliery, vs. Pennsylvania Coal Company.

PITTSBURGH, PA., October 5th, 1910.

To the Board of Conciliation:

Gentlemen: We, the contract miners, employed at the No. 9 Colliery of the Pennsylvania Coal Company respectfully present the following grievance for your consideration and decision.

During the month of July we entered into an agreement with the Pennsylvania Coal Company as follows:

"If the sizes of coal, including Pea Coal and above, going over the railroad scales showed that the miners had not given the company

2240 pounds of sizes including Pea Coal and above for a miners ton or weight, the miners would make up to the company proportionately what the company was short. If the railroad scales showed an excess, it would be given back to the miners proportionately."

We made the above agreement in good faith, believing that it would result beneficially to both parties, we have done all that the agreement required of us to bring about that result, but find after a fair trial that it works so much to our disadvantage and our monthly loss is so great we feel that it would be utterly unfair to force us to continue under it.

And we therefore request that your Honorable Board set aside this agreement, and direct that a new and more equitable one be entered into.

Respectfully submitted,

(Signed) DANIEL MULLEN,

GEORGE LEXER VUXITIS.

Committee.

ANSWER TO GRIEVANCE No. 196.

Contract Miners, No. 9 Colliery, vs. Pennsylvania Coal Company.

October 20, 1910.

MR. JAMES A. GORMAN,

Asst. Sec., Conciliation Board,

Hazleton, Pa.

Dear Sir: The following answer is made to Grievance No. 196, Contract Miners, No. 9 Colliery, vs. Pennsylvania Coal Company, which was sent with yours of the 15th instant with a request that an answer be prepared and forwarded to your office so that it may be presented to the Board at their next meeting on the 24th inst.

The terms of the agreement were not put into full effect at No. 9 colliery until the 1st instance, because the Pennsylvania Coal Company desired to give the contract miners ample opportunity to perfect their arrangements so as to fulfill their part of the contract. Thus far the effort has not been put forth by their check-docking boss or their check-weighman nor, so far as we can judge by the contract miners of No. 9 colliery, to make the contract a success.

This agreement is a contract between the contract miners and the Pennsylvania Coal Company and cannot be changed without the consent of both parties to the agreement, and the Pennsylvania Coal

Company as one part does not consent to have the agreement set aside.

Yours very truly,

W. A. MAY,

General Manager.

ACTION.

BOARD OF CONCILIATION.

In re Grievance No. 196, Certain Contract Miners, vs. Pennsylvania Coal Company.

RESOLUTION.

"In re Grievance No. 196, Certain Contract Miners, No. 9 colliery, vs. Pennsylvania Coal Company.

Whereas, The Board of Conciliation is of the opinion after a consideration of the testimony and an inspection of the conditions at the colliery that the recent agreement entered into between the Pennsylvania Coal Company, and its employees is fair and equitable and has resulted in the elimination of any injustice which may have been borne by the miners on account of the system of dockage established, and has resulted in improved conditions to the miners, therefore,

Be It Adjudged and Awarded; That the agreement so made be carried out in good faith by both parties subscribed thereto.

In explanation of this action the Board of Conciliation believes that, after a thorough investigation, the methods of docking now used result in no benefit to the Company but is simply for the purpose of enforcing equity as between the miners themselves, and it further believes that if the check-weighman and check-docking boss employed by the miners faithfully perform the duties imposed upon them by the miners, there will be no just cause for grievance on the part of the miners."

GRIEVANCE No. 197.

Joseph Mullick and Mike Holik, vs. Lytle Coal Company.

POTTSVILLE, PA., Sept. 1st, 1910.

To the Board of Conciliation:

Gentlemen: We, the undersigned, were employed by the Lytle Coal Company to take out pillars in the East White Ash and the East Holmes veins, Lytle colliery. The contract was \$1.00 per car, rock or coal; props in gangway 50 cents per prop, and 63 cents per prop in pillar breasts.

We propose to prove to your Honorable Board that this contract has been flagrantly violated by the Company herein mentioned, not only by reducing our wages, but their foreman has discharged us without cause, and when we suggested to him as Union men that we be permitted to work pending a decision of the Conciliation Board, he said "To hell with the Union."

We therefore request your Honorable Board to direct said Company to reinstate us to our former positions, and comply with the contract as originally made.

JOSEPH MULLICK,
MIKE HOLIK.

ANSWER TO GRIEVANCE No. 197.

Joseph Mullick and Mike Holik, vs. Lytle Coal Company.

WILKES-BARRE, PA., 17th Jan.

MR. JAMES A. GORMAN,
Assistant Secretary, Board of Conciliation,
Hazleton, Penn'a.

Dear Sir: Herewith returned is all the correspondence with reference to the Grievance No. 197, instituted by Joseph Mullick and Mike Holick against the Lytle Coal Company, as well as a statement from our Mr. D. V. Randall, Superintendent of said operation, which will explain itself.

Yours very truly,
ROBT. A. QUINN,
Manager Coal Co's.

Letter of James A. Gorman, Asst. Sec'y, Board of Conciliation, Date, Hazleton, Pa., Jan. 12th, 1911;

Relative to complaint to Board of Conciliation by Lytle Coal Company employees.

WILKES-BARRE, Jan. 13, 1911.

Respectfully transmitted to

MR. D. V. RANDALL,
Superintendent,
Minersville, Pa.

Please note, and prepare an answer similar to the one previously furnished, and forward to this office promptly.

ROBT. QUINN,
Manager.

MINERSVILLE, PA., Jan. 16th, 1911.

MR. ROBERT A. QUINN,

Manager Coal Companies,

Wilkes-Barre, Penn'a.

Dear Sir: In answer to yours of the 13th inst. relative to the complaint to the Conciliation Board by employees of the Lytle Coal Company, I beg to state that these men were employed in a contract to take out the pillars in the East White Ash and East Holmes gangway, for which they were to receive one (\$1.00) dollar per car for coal and one (\$1.00) per car for rock, sixty-three (63c) cents for props and pillars and chutes, and two and 52/100 (\$2.52) cents for any gangway timber which was required in relieving the gangway. The props which were spoken of as gangway props were stood under the gangway timber to keep the lower side open after it was robbed for the passage of air and water. They had been working some time at this contract, when the Outside Foreman reported rock was coming in the coal cars from this place and particularly in one instance he reported one (1) car coming out and the next day four (4) cars. Mr. Beven went in to see them and told them they were not living up to their contract, and that he did not intend to pay them for the four (4) cars spoken of above. Mullick told him he would not stand for this and that they must be paid for the four (4) cars. Mr. Bevan said "All right, if you demand pay for these cars you will have to quit, and I will put some one in here who will live up to their contract." On receiving this reply from the foreman, they left the place and did not report for work for two (2) days. At that time, Mullick, Holick, John Grace, who was also in the contract, and a man by the name of Barton, who was working for them as a miner, came to see about getting back at this work. Mr. Bevan told them substantially the same as before. Barton then said, "Don't you know we belong to the Union." Mr. Bevan said that it did not make any difference to him where they belonged. He offered them work in breasts in the Black Heath or Skidmore at that time. They refused to take any other work, and came to see me. I told them that they had not lived up to their contract and we had men in their places and could not give them that work, but there was other work here which they could have on application to the foreman.

Regarding the expression which Mullick, Holick, Grace and Barton came again to see about work. Mullick was the spokesman, and he was intoxicated. They were so persistent in their demands that

Mr. Bevan became annoyed and made the expression with regard to them and not the Union.

Mullick afterwards applied for work, and was offered a breast in the East Skidmore where there were thirteen (13) breasts working at the time. He looked at the place and said he would come to work, but he did not report, nor has he applied since.

As stated in my letter of October 14th, Holick applied for work on the 28th of September, and was shown a place in the East Holmes. He met Mr. Bevan at noon, and said he would not come to work the place, but wanted work in the 4th level. Mr. Bevan said there were no places there. Holick then said he had lost two (2) cross-cut saws, and demanded that he be paid for the same. Mr. Bevan said he should have taken the tools out when notified, the company not being liable for tools after so long a period. This was the time he became very abusive, making threats and cursing, and for which he would have been refused work had he applied, but he has not done so since.

John Grace, who was one of the contractors, has been working steadily at the colliery since November 17th, in No. 87 breast, East Skidmore.

Barton, the man who was working with the contractors, has applied for work several time since, and has been offered breasts in the East Skidmore, West Middle Bench, North Dip Holmes and East White Ash, but has refused them all. He has asked several times to be given a job timbering, either gangways or monkeys, but there has not been any opening for that kind of work.

The Lytle Coal Company has not, or will not, refuse these men work at any time with the exception of Holick. He will be refused for the manner in which he abused the foreman, Mr. Bevan.

Yours very truly,

D. V. RANDALL, Supt.

ACTION.

Resolution, 10 July, 1911. Offered by Mr. Fahy, in re Grievance No. 197.

Resolved, That in as much as the work at which the complainants were employed is now finished and the Board of Conciliation is therefore unable to reinstate them in the positions formerly held by them therefore the grievance is withdrawn from further consideration of the Board of Conciliation.

GRIEVANCE No. 198.

C. M. Dodson & Company, vs. Employees.

MOREA COLLIERY, PA., January 16th, 1911.

MR. S. D. WARRINER,

Conciliation Board,

Wilkes-Barre, Penn'a.

Dear Sir: In behalf on Messrs. Charles M. Dodson & Company, of Audenried, Penn'a., we submit the following grievance for the consideration of your Board, viz:

It has been the custom of this Company to pay its employees semi-monthly, at the hours of 4:30 to 6 p. m. Recently there has been complaint on the part of said employees that certain of their members were caused to remain waiting at the pay window a considerable length of time in their wet clothing before receiving their pay, and that this was inhuman and should be stopped.

Upon inquiry on the part of the management it was ascertained that gangway, chutes and heading men, whose places were double shifted, and who were relieved at three o'clock, were the only men who have occasion to come out of the mine before 5 p. m., and that these men numbered about thirty-two; these we offered to have paid at once, notwithstanding the fact that Company has provided adequate and ample facilities for bathing and changing of clothing at all slopes for such men as do not live in the immediate vicinity, and that there is absolutely no necessity for anybody else to be exposed in the above mentioned manner.

However, the employees have gone back on their acceptance of this compromise and have for the second time closed us down at noon on paydays, causing the Company a loss of from five to six hundred tons on such days.

These are the broad facts that govern the case, but there is however a considerable quantity of detail, which we would be very glad to present to your Board in person at your convenience.

Hoping, however, that you will give it as early a hearing as is possible and by so doing prevent a loss of further time by the Company, we remain,

Yours very truly,

CHAS. M. DODSON & COMPANY,

By TRUMAN M. DODSON, 2nd.

ANSWER TO GRIEVANCE No. 198.

To the Board of Conciliation:

Gentlemen: In reply to grievance filed by the Dodson Coal Company against employees we desire to state:

That the Dodson Coal Company have in vogue a system of paying their employees that is inhuman and has a tendency to cause sickness and discomfort to employees who are compelled to stand in their wet and damp clothing for an indefinite period every pay day. In filing the grievance the company alleges that it has been the custom to pay its employees at the hours of 4:30 to 6 p. m. and that those employees whose working places were double shifted, and who were relieved at three o'clock, were the only men who had occasion to come out of the mine before five p. m. This is not correct as the contract miners also have occasion to come out of the mine before this time, if, in their opinion they have performed a fair day's work.

The facilities for bathing and for the change of clothing is inadequate, the wash houses not being fit for human being to enter, there is not more than five lockers in any of the wash houses; there is no person in charge, and safety lamps are cleaned and stored therein.

The Company agreed to pay the men whose shift was up at three p. m. and all men who worked in wet or damp places, commencing at the hour of 3 p. m.

This agreement they have failed to live up to, and inasmuch as it is the custom of a vast majority of the Coal Companies in these regions to commence to pay their employees before the hour of three p. m., we respectfully petition the Board of Conciliation to order the Dodson Coal Company to do likewise.

Respectfully submitted,

NEAL J. FERRY,

Representing Employees.

ACTION.

GRIEVANCE NO. 198.

C. M. Dodson & Company, vs. Employees.

Withdrawn.

ACTION.

GRIEVANCE NO. 199.

James Hennigan, vs. Pennsylvania Coal Company.

PITTSBURGH, PA., February, 21st, 1911.

To the Board of Conciliation:

Gentlemen: On the fourth day of June, 1910, I was elected check-weighman by the Contract Miners employed at the No. 9 colliery of the Penn'a. Coal Company, and I served in that position until January 3rd, 1911, when I was removed by the officials of the Penn'a. Coal Company who alleged that a petition signed by a majority of the Contract Miners had been presented in favor of another man.

At a regular meeting of local union No. 1495, in which the employees of No. 9 colliery hold membership, held previous to January 3rd, it was decided to post notices calling a meeting of the Contract Miners for the purpose of electing a check-weighman; but before the date set for the said meeting the above mentioned petition was circulated and I was removed.

At a meeting of the Contract Miners held January 16th, I was duly elected check-weighman, but I have been denied the right of assuming my duties as such by the officials of the Penn'a. Coal Company.

Now gentlemen of the Board of Conciliation I respectfully submit to you that the gentleman who is now serving as check-weighman has never been elected to that position by the Contract Miners employed at No. 9 colliery, at a meeting called for that purpose. Having been duly elected check-weighman by the Contract Miners I should be permitted to assume the duties of said position and I respectfully request your honorable board to so decide.

Yours very truly,

JAMES HENNIGAN.

ANSWER TO GRIEVANCE No. 199.

James Hennigan, vs. Pennsylvania Coal Company.

PITTSBURGH, PA., March 27, 1911.

To the Board of Conciliation,

Gentlemen: During the month of May, 1910, the collieries of the Pennsylvania Coal Company in and about Pittsburgh were idle be-

cause of several complaints supposed to have been made by the miners who worked at these collieries. The strike was carried on until the early part of June, when the men were ordered by their representatives to go back to work pending an investigation of the alleged complaints.

At that time Mr. James Hennigan was chosen check-weighman by a majority of men present at a meeting of Local Union No. 1495 in connection with No. 9 colliery, he having received 86 votes and Mr. Ernest Schmaltz 16 votes. This did not represent a majority of the contract miners at the colliery, but on account of an extended period of idleness Mr. Hennigan's credentials were accepted by those in charge, and a petition that should have accompanied the credentials was not requested at that time.

From that time Mr. Hennigan was appointed until he was removed, the men working at No. 9 colliery were usually misinformed about conditions relative to the operation of the colliery. They were agitated about different things that upon investigation were discovered to be without foundation, and they therefore decided to act for themselves. A number of the miners on several occasions sought advice from the colliery officials, and at last they decided to circulate a petition.

Mr. Hennigan continued to serve as check-weighman until December 31, 1910, when the petition, signed by the majority of the contract miners, naming Stanley Cukoski, a contract miner, as their representative, was presented to Dist. Supt. H. T. McMillan. Upon receipt of this petition, Mr. McMillan made the change, knowing that a majority of the contract miners were determined in their efforts to secure another check-weighman. A copy of the petition, signed by ninety-two per cent. of the contract miners employed at No. 9 colliery, is attached hereto, marked Exhibit (A).

In the testimony given by Mr. Hennigan mention is made of the fact that on December 23, 1910, a meeting was held of Local Union No. 1495, which is connected with No. 9 colliery. At this meeting he states it was decided to elect a check-weighman on January 9th, 1911.

On December 3, 1910 a meeting was held for the purpose of nominating a check-weighman, as Mr. Hennigan states, when Stanley Cukoski was nominated. Someone present nominated James Hennigan for the position after nominations had been closed in the regular order. This made Mr. Hennigan a candidate for the position, but not strictly a legal one.

The election of a check-weighman was to have been held on January 2, 1911, but for reasons best known to Mr. Hennigan and his friends it was postponed. We were informed that his party was in the minority.

On January 9, 1911, a special meeting was called for the purpose of voting for the office of check-weighman. When the tellers were appointed the first man to cast a ballot put five ballots in the box. These ballots were for Mr. Hennigan. One of the tellers, named Anthony Kashuba, objected to this and the discussion which lasted for some time afterward, broke up the meeting.

Vice-President Adam Ryscavage was present at this meeting and advised the men to be orderly, and, as they had already employed a check-weighman by means of a petition, to leave the hall and not start any disturbance that would disgrace their cause.

On Monday evening, January 16, 1911, another meeting was called for the purpose of electing Mr. Hennigan as check-weighman. At this meeting men from other districts were present. These men were friendly to Mr. Hennigan and were there for the purpose of voting for him. During the casting of the ballots, Mr. Kashuba again objected to the men putting more than one ballot into the box at a time, and this time he was ejected from the hall. Stanley Cukoski, the present check-weighman, protested against this movement and he was also ejected. Mr. Hennigan had an uniformed officer by the name of Pendergast, of the Pittston City police force, present at this meeting to intimidate or remove from the hall any one who did not agree with the manner in which the election was held.

On February 1, 1911, the check-docking boss at No. 9 colliery, who was appointed in June, 1910, was removed from his position by means of a petition which bore the signatures of nearly all of the contract miners at No. 9 colliery. At a meeting of Local Union No. 1495 on February 6, 1911, those present took action upon the petition removing the check-docking boss, ratifying same without a dissenting vote. Mr. Martin Hart was the choice of the men for the position and his appointment was satisfactory to all. Mr. John Dempsey, Secretary-Treasurer of the United Mine Workers of America, District No. 1, was present at this meeting. Mr. Hennigan's cause was again brought up and Mr. Dempsey suggested that each man at the colliery be given an opportunity to vote on the proposition of reinstating Mr. Hennigan. The question was put before the men in the form of a motion, which was lost. Mr. Hennigan then had no standing

with the Local in connection with No. 9 colliery. Hence his move in taking the case to the Conciliation Board.

Hereto is attached a copy of a statement, marked exhibit (B), made by August Gustitus, Contract Miner No. 517, Leadville Shaft, No. 9 colliery, dated January 17, 1911, giving an account of what was done at the meetings of January 9th and 16th, 1911, and naming the committee which were to wait upon Mr. McMillan in regard to the matter. There is also attached a copy of a list of the contract miners at No. 9 colliery, marked exhibit (C), giving 108 names out of 158 who attended an indignation meeting on January 19, 1911, held to protest against the action of the meeting of January 16th, at which meeting Mr. Hennigan claims he received 143 votes out of 150 persons present. A copy is also attached of the affidavit made by Charles Butcavage, Stanley Yukaskey and Mike Kuritiniti, marked exhibit (D), in which they state that the action and voting of the members at the meeting of January 16th, 1911, were corrupt and unfair in every particular and they will refuse to pay towards the support of the check-weighman elected at that meeting. The names were recorded by the secretary of the meeting. There is also attached a copy of an affidavit of Tony Errenda, of No. 176 Parsonage Street, Pitts-
ton, Pa., marked exhibit (E), stating that he was present at a meeting of January 16, 1911, and during the election for check-weighman many votes were cast by men present at said meeting who were not working at No. 9 colliery, Pennsylvania Coal Co., and therefore not entitled to vote.

Mr. Hennigan's assertion that Mr. Ernest Schmaltz was not satisfactory to the contract miners while occupying the position of check-weighman previous to May 1, 1910, is an injustice to Mr. Schmaltz. He occupied the position during the illness of Mr. Peter Lynch and was doing the work at the time the men went out on strike on May 1, 1910, without complaint from them.

Mr. Hennigan was not employed by the Pennsylvania Coal Co. on June 4, 1910, having left his position as a miner at the mine a few weeks before that time. He was active during the strike, at the close of which he succeeded in having the men place him in the position of check-weighman, thereby removing Mr. Schmaltz.

The statement made by Mr. Hennigan that the petition was circulated by the mine foremen and assistant mine foremen is not true.

There are four openings at No. 9 colliery and the committees appointed to circulate the petition were as follows:

NO. 1 SHAFT, RED ASH VEIN.

John Schwartz.

NO. 1 SHAFT, MARCY VEIN.

Joe Eder,
Alex Revensky,
Peter Brick.

NO. 10 SHAFT.

Mike Kurtinitis,
Stanley Cukoski,
Andrew Shimko.

LEADVILLE SHAFT.

Paul Pergores,
Joe Lakasvage,
Joe Cerosy.

Yours very truly,

W. W. MAY,

General Manager,

Penn'a. Coal Company.

EXHIBIT A.

COPY.

PITTSBURGH, PA., Dec. 30th, 1910.

Pennsylvania Coal Company,

Dunmore, Pennsylvania.

Gentlemen: We, the majority of the contract miners of Nos. 1, 10 and Leadville Shafts, No. 9 colliery, respectfully request that you to allow Stanley Lackuskus to act as our representative at the mine scale, commencing January 2nd, 1911. (By our representative we mean check-weighman).

NO. 1 SHAFT, MARCY VEIN.

| Miner No. | Name. | Miner No. | Name. |
|-----------|------------------|-----------|-------------------|
| 74 | John Mohr, | | John Lavicky, |
| 67 | Thomas Hulick, | | Chalis Stanis, |
| 20 | Frank Machnik, | | Antoni Slusinski, |
| 52 | Peter Graboskie, | | Joe Grimieus, |
| 3 | John Fritz, | | Stanley Shimcas, |
| 58 | William Ojack, | | John Pliskitis, |
| 4 | Simon Lakomia, | 206 | Wm. Clamensky, |
| 76 | John Huddock, | | Jacob Lamson, |
| 83 | John Desavage, | 221 | Jos. Andrynevtz, |
| 28 | Frank Saic, | 228 | Auboy Selsky, |

| Miner No. | Name. | Miner No. | Name. |
|-----------|------------------|-----------|-------------------|
| | Mocin Kowolany, | | John Patius, |
| 223 | George Raz, | | Juig Tomos, |
| 229 | Hugh Brencke, | 213 | Joseph Thimit, |
| 227 | Joseph Best, | | Franne Docurme, |
| 230 | Frank Kasulis, | | Stanley Doskur, |
| | Mike Junsik, | | Anth Rezyn, |
| 217 | Robert Monster, | 222 | George Salmon, |
| 208 | Joseph Eder, | 224 | Joseph Cutza, |
| 204 | John Lavitcky, | | John Gaick, |
| 210 | Ant Slonisuku, | 227 | John Zazlo, |
| 211 | Stanley Chingos, | | William Frye, |
| 220 | John Blishridys, | | Jak Abent, |
| 205 | Jacob Lemson, | 52 | Peter Graboskie, |
| 201 | Stonki Rosko, | 209 | Alex Rovensky, |
| 216 | Martin Newolsny, | 212 | Kazunerac Stanis, |
| 203 | Mick Junsik, | 218 | Mac Melchner, |
| 19 | Frank Lulia, | 207 | Joseph Chingos, |
| 10 | Adam Tacra, | 213 | Joseph Thimit, |
| 17 | John Derrig, | 214 | Frank Daws, |
| 12 | John Sunts, | 215 | Anth Rever, |
| 51 | William Casey, | 212 | John Gacek, |
| 82 | Mathew Ilis, | 219 | Caliz Kasulis, |
| 2 | Joe Kushnis, | 16 | Paul Rock, |
| 78 | Peter Brick, | 13 | Wm. Bioinedi, |
| 81 | John Atwell, | 9 | Enoch Susbastine, |
| 61 | Joe Martz, | 75 | Thomas Pointon, |
| 225 | John Kusick, | 69 | James Bedford, |
| 21 | Frank Bruche, | 65 | Hans Glendenning, |
| 26 | Abe Burton, | 57 | Tim Bedrod, |
| 65 | Will Singleman, | 59 | John Weiscarger, |
| | Semon Tuckovz, | 26 | William Devers, |
| | Felic Josminsky, | 57 | Harry Fairclough, |
| | John Millar, | 59 | Rud Weiscarger. |
| | Chali Nowella, | | |

RED ASH VEIN.

| Miner No. | Name. | Miner No. | Name. |
|-----------|------------------|-----------|-----------------|
| 103 | Mike Kasmar, | 154 | Thomas Hastie, |
| 102 | Jos Pavilaitz, | 183 | Anthony Shultz, |
| 101 | Lovenz Pivnat, | 177 | James Orr, |
| 161 | Michael McNulty, | 162 | Peter Grebinis, |

| Miner No. | Name. | Miner No. | Name. |
|-----------|-------------------|-----------|--------------------|
| 169 | William Koch, | 102 | John Miller, |
| 160 | Paul Jenulawics, | 161 | John Screen, |
| 157 | John Walsh, | 154 | Alex Craig, Jr., |
| 184 | Michael Dunnigan, | 183 | Joseph Moz, |
| 175 | James Murphy, | 162 | Joseph Ahalna, |
| 158 | John Murray, | 160 | Henry Martin, |
| 174 | Thomas Studders, | 173 | Lial Brown, |
| 159 | William Price, | 184 | Anthony Ruane, |
| 179 | Daniel Jenkins, | 157 | Emanuel Seak, |
| 169 | John Horan, | 174 | Richard Cavanaugh, |
| 171 | Albert West, | 159 | Martin Walsh, |
| 176 | John Cavanaugh, | 179 | William Griffiths, |
| 152 | Michael McHale, | 171 | G. R. Smiles, |
| 165 | Evan Evans, | 176 | James Berry, |
| 165 | James Robertson, | 158 | George Nagle, |
| 155 | Daniel McDonald, | 177 | Anthony Balkus, |
| 170 | Godfred Zulinder, | 155 | Peter McDonnell, |
| 180 | John Schwartz, | 170 | Albert Adrian, |
| 167 | Ray McCracken, | 180 | James Williams, |
| 166 | John Hastie, | 156 | Thomas Robertson, |
| 178 | Thomas Berry, | 166 | Stanley Levensky, |
| 181 | Anthony Kashuba, | 151 | Alex Craig, Sr., |
| 163 | Levi Day, | 163 | Thomas Craig, |
| 103 | Mike Tvanco, | | |

NO 10 SHAFT.

| Miner No. | Name. | Miner No. | Name. |
|-----------|--------------------|-----------|-------------------|
| 278 | Patrick Sweeney, | 356 | Joe Verbitski, |
| 280 | William James, | 358 | Geo. Mitsky, |
| 283 | Mike Miclos, | 352 | Peter Stanley, |
| 284 | Frank Chervenkaz, | 354 | Mike Causman, |
| 293 | Alfons Lopher, | 322 | Stanley Odouski, |
| 289 | Welan Wasileysky, | 350 | Mike Warsavage, |
| 291 | Thomas Mackin, | 336 | Joseph Levicki, |
| 288 | John Barthel, | 344 | Joseph Lynn, |
| 293 | Tony Faicnki, | 278 | Mike Kurlinaiki, |
| 281 | Yoelf Biga, | 283 | Anthony Kelly, |
| 276 | John Rovek, | 282 | Joe Ruscavage, |
| 292 | Anthony Tablonski, | 290 | Roy Kamyok, |
| 285 | Mike Stir, | 289 | Juitis Gralrenig, |
| 330 | Joseph Burns, | 291 | Alex. Actaky, |

| Miner No. | Name. | Miner No. | Name. |
|-----------|-------------------|-----------|----------------------|
| 282 | William Gedrutis, | 381 | Jon Lymonl, |
| 288 | Merico Bathuli, | 327 | M. J. Grady, |
| 281 | Keorge Kociolek, | 312 | Thomas Maloney, |
| 277 | Anthony Treonski, | 345 | George Zulus, |
| 279 | Albert Zaskulek, | 342 | Joe Luscavage, |
| 285 | Louis Resine, | 332 | Joe Sapolis, |
| 330 | George Parsoni, | 356 | Jack Tarress, |
| 358 | Geo. Sapoli, | 303 | Frank Lavonsky, |
| 359 | Jos. Latonik, | 326 | Anth Andrusion, |
| 354 | Peter Krantz, | 306 | Anthony Clifford, |
| 322 | Jos. Levonskie, | 304 | Will Mascullens, |
| 350 | John Lovondusky, | 319 | Moranna Zyuana, |
| 336 | Andro Baguzes, | 304 | Stanley Rozlka, |
| 335 | Thomas Hopkins, | 341 | Goin Gnvcki, |
| 335 | Joseph Lynn, | 328 | Louis Adrian, |
| 303 | Frank Polosky, | 338 | George Yurkanyan, |
| 326 | Dom Muscavage, | 302 | Michael Shaughnessy, |
| 306 | Barnie Mitsky, | 331 | John Senapan, |
| 309 | Joe Yonkousky, | 476 | Antoni Kosesky, |
| 352 | Ataley Zubasky, | 377 | James Manner, |
| 359 | John Tabone, | 378 | Alex Stawly, |
| 301 | Andro Kolosky, | 323 | Thomas Jaboski, |
| 316 | Andro Shimko, | 312 | Patrick Maloney, |
| 328 | Anthony Daukzie, | 332 | John Sapolis, |
| 302 | James J. Doran, | 329 | John Arminkas, |
| 360 | Peter Gaplik, | 320 | Stanley Satkowsky, |
| 307 | John Jurrey, | 333 | William Fadden, |
| 308 | Saly Busevitz, | 318 | Joseph Lavage, |
| 379 | Lyonz Hoshelnerd, | | |

LEADVILLE SHAFT.

| Miner No. | Name. | Miner No. | Name. |
|-----------|-------------------|-----------|--------------------|
| 510 | James Granahan, | 552 | Andrew Laukatitis, |
| 601 | Paul Petroski, | 560 | Geo. Sabol, |
| 512 | John Pataskas, | 550 | Paul Chernewitch, |
| 523 | James Cawley, | 524 | George Norboy, |
| 528 | John Kisskit, | 530 | James Scott, |
| 537 | Joe Tulasn, | 541 | Harry Richards, |
| 511 | Antani Slavencki, | 514 | Harry Brown, |
| 551 | Matina Kasulen, | 557 | John Roach, |
| 531 | John Cooper, | 543 | Bolant Poift, |

| Miner No. | Name. | Miner No. | Name. |
|-----------|---------------------|-----------|-------------------|
| 539 | Frank Bumgartner, | 552 | Joseph Gerwe, |
| 517 | Chas. Stankewitz, | 505 | Peter Brann, |
| 548 | Thomas Gilchrist, | 503 | Michael Coyle, |
| 547 | Cah Packawi, | 524 | Joe Lukasavage, |
| 546 | Joseph Bichler, | 559 | Mike McHale, |
| 602 | Matewier Carnavich, | 541 | Geo. W. Reid, |
| 604 | Gos Yonsensko, | 557 | Martin Roach, |
| 545 | Joe Savage, | 526 | William Nagal, |
| 532 | Paul Mozurus, | 543 | Tony Abimm, |
| 527 | Martin Hart, | 539 | James Craig, |
| 508 | John Bollkingkt, | 535 | Puti Apikin, |
| 561 | Antany Giovvne, | 548 | M. J. Ryan, |
| 536 | Martin Sweeney, | 547 | Lusp Foowlinz, |
| 542 | John White, | 546 | Edw. Bichler, |
| 546 | William Petkurce, | 603 | Jo Conkos, |
| 532 | Thomas Lewis, | 545 | Wm. Elemvacage, |
| 510 | Mike Savage, | 536 | James Martin, |
| 515 | Paul Pirgas, | 527 | James Hart, |
| 512 | Joe Zigmont, | 508 | Chas. Kauraustie, |
| 523 | John Mulni, | 517 | Augio Gistitus, |
| 506 | Matt Moskevicza, | 550 | Joe Tucucky, |
| 511 | Frank Wakanis, | 516 | Thomas Cavanaugh, |
| 551 | Joe Vikaitos, | 542 | John Kelly, |
| 531 | Mado Putinitis, | 503 | John Ruane. |
| 556 | Jos. Galinsky, | | |

EXHIBIT B.

COPY.

PITTSBURGH, PA., January 17th, 1911.

To the Officials of the Pennsylvania Coal Company:

Gentlemen: I, August Gustitus, Contract Miner No. 517, Leadville Shaft, No. 9 colliery, speaking for the majority of the miners at No. 9 colliery, do hereby state that James Hennigan was not elected by us to act as check-weighman at No. 9 colliery.

At a meeting held by us on Friday, Dec. 23rd, 1910, Stanley Cukoski was duly elected to act in the capacity of check-weighman in our behalf, and take the position on January 2nd, 1911.

At a meeting called for on January 9th, a number of the friends of Hennigan, although not working at this colliery, were at the meet-

ing and endeavored, through the efforts of one of the Organizers of the Union, to tell us that he was not a good man and we should elect him, but we do not want him, and when he saw he was not going to be elected at that meeting, they postponed the election until the night of January 16th, 1911, but when a few of us arrived there, the hall was again occupied by a number of Hennigan's friends; some of them that work at No. 4 Shaft, Hoyt Shaft and No. 6 Shaft, and two were also present that were employed as carpenters at Coxton. They also had Officer Pendergast of the City of Pittston present. Alex Reven-sky, miner No. 209 in No. 1 Shaft, endeavored to get into the hall, but the officer put him out. During the supposed meeting there was some arguments as to how the ballots would be casted, and instead of the men going up one at a time and put his ballot into the box, one man would rush up and put five or six in; others would go up and put two or three in in a bunch, and everyone of Hennigan's friends voted no matter where they worked. Our element became disgusted with the way they carried on and left the hall.

The meeting held last night was no good, as it did not represent the miners from No. 9 colliery, and we, therefore, request that you do not allow Mr. Hennigan to act as our check-weighman, but still retain Stanley Cukoski who was rightfully elected by us.

Hennigan was never elected rightfully in the first place. At the time he was appointed he did not belong to the Union, or was not working for the company.

John Eden, miner No. 208, in No. 1 Shaft, was in attendance at the first meeting, and the way they carried on was disgraceful to the Union. This was the meeting held on January 9th, 1911.

The committee appointed to wait upon you in regard to this matter are:

| | | |
|-------------------|---------------|------------------------|
| Anthony Kashuba, | Miner No. 181 | } Miners No. 1 Shaft. |
| Joseph Eder, | " " 208 | |
| Alex Rovenskie, | " " 209 | |
| Stanley Leviskis, | | |
| Mich. Wasacavage, | " " 336 | } Miners No. 10 Shaft. |
| Mike Perinitis, | " " 278 | |
| Joe Lukasavage, | " " 524 | } Leadville Shaft. |
| August Gustitus, | " " 517 | |
| Anth. Slovinski, | " " 511 | |

(Signed) AUGUST GUSTITUS.

EXHIBIT C.

COPY.

Joe Bednoski,
 Tony Gierve,
 Peter Staniulis,
 Frank Puidinitis,
 Wilem Yulius,
 Stanley Levicki,
 Anth Kashuba,
 Joe Muraz,
 Stanley Stinkivicze,
 Anth Mikowckor,
 Mike Worsavage,
 Mike Kurtinitis,
 Maik Scmitk,
 John Sarpalius,
 Albert Waymitir,
 Joe Kaczman,
 John Kiskkonis,
 Joseph Eder,
 Joe Verlstkie,
 Frank Abewski,
 Jeo Wrusza,
 John Barthelo,
 Jeo Lieturnkos,
 Juris Galevalacucus,
 Paul Jenulavicz
 Joe Lucksavage,
 Bennie Mitzky,
 John Livanovski,
 Frenk Waikoznis,
 Charles Stanis,
 Geo Yownezo,
 Jeo Sapolis,
 Kaimar Portckevicz,
 Anth Bolkus,
 Jerz Mukuckaz,
 Weilem Suszinchos,
 Jeo Ballos,
 John Stankiavicquis,
 Adam Pudinitis,

Paul Mozuras,
 Wilem Steponos,
 Maik Wosilus,
 Maik Fukowcky,
 John Bolkus,
 Tony Farenda,
 Math Morkevicz,
 William Yermalavage,
 Yog Savage,
 John Smith,
 Kaitan Matits,
 Jeo Stanuulis,
 Peter Stanis,
 Fren Martusiovca,
 August Gustitus,
 Paul Csernweich,
 Bolenzh Poslk,
 John Petrulinor,
 Merico Barthelo,
 Kazi Stankiaviczuks,
 Jeo Poirtalitz,
 Anth Galulitis,
 Peter Greblinas,
 Jeo Sinos,
 Anth Slavincki,
 Jeo Lukuszivicius,
 Frenk Rinias,
 Leo Sapolis,
 Joe Zigmont,
 Anth Bozusias,
 Jeo Juctacite,
 Anth Waliukas,
 Leo Gernve,
 Anth Lickanaviczus,
 Jory Zuyur,
 Walentor Miluis,
 Gory Norby,
 John Porlonis,
 Frank Radzionicz,

Maik Kirtiklis,
 Andrew Wolskis,
 James Kizewurily,
 John Bosnizkis,
 Jas Yenkauckas,
 Maik Wossel,
 Joe Sarpaluis,
 Alex Zirblis,
 Andro Kalodi,
 Jonas Standis,
 Frenk Kirzkis,
 Joe Baltosavich,
 Matk Jgnotiveczuis,
 Alek Ravinchki,
 Lugi Farlenzo,

Jos Lavich,
 Maik Czerniviceuis,
 Jack Tarutis,
 Joseph Leviepi,
 Peter Mtaitus,
 Frenk Livanavski,
 Jeo Szolina,
 Anth Schultz,
 Anth Giovvwe,
 Paul Petroski,
 Andruis Laukaytis,
 Anth Andreszias,
 Jero Kuznickos,
 Seyman Rimincokos,
 Alex Stantis.

EXHIBIT D.

COPY.

STATE OF PENNSYLVANIA,
 COUNTY OF LUZERNE.

On this 19th day of January, A. D. 1911, before me the subscriber, Lewis Smith, an Alderman in and for said County, personally appeared Charles Butcavage, Stanley Susoski and Michael Kurtinitis, and being duly sworn according to law, depose and saith that they are members of Local No. 1495, U. M. W. of A., Pittston, Pa., and they further saith that at the meeting held by said Local January 16th, 1911, the action and voting of the members of said local in regard to the election of the check-weighman, was corrupt and unfair in every particular, and they further saith that they refuse to pay any of their wages towards the support of the check-weighman so elected at the aforesaid meeting.

his

CHARLES X. BUTCAVAGE, (Seal)
 mark.

STANLEY ZUKASKEY, (Seal)

MIKE KURTINITIS, (Seal)

Sworn and subscribed to before me the day and year aforesaid.

LEWIS SMITH, Alderman.

EXHIBIT E.

COPY.

STATE OF PENNSYLVANIA,
COUNTY OF LUZERNE.

On this 19th day of January, A. D. 1911, before me the subscriber, Lewis Smith, an Alderman in and for said County, personally appeared Tony Ferenda, of No. 176 Parsonage Street, and saith that as a member of Local No. 1495, U. M. W. of A., Pittston, Pa., he was present at the meeting of the said Local on January 16, 1911, at Pittston, Pa., and during the election for check-weighman, many votes were cast by men present at said meeting who were not working at No. 9 colliery, Penn'a. Coal Co., and therefore not entitled to vote.

Witness to mark.

his

TONY X FERENDA, (Seal)
mark

Member of Local No. 1495, U. M. W. of A.

Sworn and subscribed to before me the day and year aforesaid; and I further certify that the above affidavit was read to the affiant, before signing his name.

PAUL CSERNWEICH,
JOSEPH EDER.

GRIEVANCE No. 199.

Certain Employees, vs. Alden Coal Company.

Motion to sustain lost on account of tie vote.

No further action.

BOARD OF CONCILIATION

GRIEVANCE No. 200.

Certain Employees, vs. Alden Coal Company.

ALDEN STATION, PA., Oct. 10th, 1911.

To the Board of Conciliation:

Gentlemen: We, the employees of the Alden Coal Company of Alden, Pa., recently entered into an agreement with said Company

providing for the adjustment of certain grievances based upon the prices and conditions existing at the adjoining collieries of the D., L. & W. and the Susquehanna Coal Company.

But because of the refusal of these Companies to permit us to enter their collieries, for the purpose of making the investigation provided for in the agreement before mentioned, we are unable to carry out the terms of said agreement, a copy of which is attached hereto.

We, therefore respectfully request your Honorable Board to act as arbitrators, ascertain the facts, and adjust the rates as provided for in our agreement with the Alden Coal Company.

Very truly yours,

JOHN C. HERMANSON, President,

JOHN MAKARA, Vice-President,

WM. TRACE, Rec. Secretary.

JOHN KICLAR, Treasurer.

ACTION.

BOARD OF CONCILIATION, AWARD IN RE GRIEVANCE NO. 200 CONTRACT MINERS VS. ALDEN COAL COMPANY.

In re Grievance No. 200, Contract Miners working in the Bennett "E" vein of the Alden Coal Company vs. Alden Coal Company.

Whereas, The said miners and the Company have entered into an agreement for the adjustment of their differences, and have referred said agreement to the Board of Conciliation for its adjudication, said agreement being as follows:

"Memorandum of Agreement between Alden Coal Co. and its employees for the purpose of investigating conditions and rates in adjoining collieries to determine what additional price per car, if any, shall be paid on the Bennett "E" vein No. 2 Shaft of the Alden Coal Company.

Also to investigate and determine if additional wage shall be paid contract miners and laborers for what is known as consideration work, all in accordance with the following form and conditions as agreed to:

1st. The Alden Coal Co. to be represented by three (3) persons selected by them, and the employees to be represented by three (3) employees selected by them, all together to act as a joint committee to pass upon the two questions raised.

2nd. The joint committee shall apply to the Susquehanna Coal Co. for permission to enter No. 1 Shaft workings of the Bennett vein and select fifteen (15) breast chambers having like thickness and all in normal conditions as found in breasts of the same vein No. 2 Shaft workings of the Alden Coal Company.

3rd. After having selected and agreed upon the specified breasts the committee shall request from the Susquehanna Coal Co. data as follows, relative to all the breasts selected.

(a) Official cubical capacity of mine car including six inches topping.

(b) Rate paid per mine car.

(c) Total number of mine cars of coal credited to all the miners working in the selected breasts during the entire month of July 1911.

(d) Total money credited to all the miners working these selected breasts in the way of yardage and props, (cross headings and timber not included) during the entire month of July, 1911.

4th. The total money in accordance (b. c. d.) divided by total number of mine cars obtains (c) will give cost of car of coal in said breasts which shall be called the Susquehanna price.

5th. The committee shall apply to the D., L. & W. Co. for permission to enter the Bennett vein workings of their Auchincloss and Bliss mines and proceed exactly as herein provided for selected breasts in the mines of the Susquehanna Coal Co. covering month of July, 1911.

6th. The car price having thus been obtained at the Auchincloss and Bliss mines the two shall be added together and divided by two which result shall be called the D., L. & W. car price.

The same examination and proceedings shall be carried out in determining the Alden car price Bennett vein No. 2 Shaft working during the month of May 1911.

7th. Having thus obtained the car price at the three respective companies the prices shall then be calculated and placed on an equal footing regards cubic contents of mine cars.

This being accomplished, the Susquehanna car price shall be added to the D., L. & W. car price which divided by two, and compared with the Alden car price shall determine if the present Bennett vein rate \$1.16 is to be increased or not and how much, if any.

8th. In regard to consideration work the committee shall obtain the rates of the Susquehanna Coal Company and the D., L. & W. Company on work of this character which added together and divided by two shall be the Alden rate. However, if the results thus obtained show the sum of laborer and miner wage in Alden mines equal to the sum of average wage of laborer and miner at the other two collieries named the Alden rate will be subject to no change. In case the sum of the laborer and miners wage at Alden is found to be less, then the average sum of laborer and miner at the other two collieries named then the Alden Co. will increase its rate equal to this difference dividing same equally between laborer and miner.

9th. In the event of any change of car rate or wage in accordance with this agreement same shall date from August 1st, 1911. Committee shall make written records of rates at each colliery visited and mark for identification.

10th. Any question involving the selection of breasts in the respective mines for examination any disagreement as to rate of increase if any, also any question regards cubic capacity of mine cars or any question relative to the interpretation of this agreement shall be referred to the Mine Inspector of this District whose decision shall be final."

The Board of Conciliation has received testimony from said miners and company and has secured, in accordance with said agreement, the conditions of employment in the mines of the D., L. & W. and Susquehanna Coal Companies, as provided therein, and awards in accordance with said agreement:

1st: That the Alden Coal Company shall pay to Contract Miners in the Bennett "E" vein an increased compensation of five (5) cents per car over the present rates now being paid.

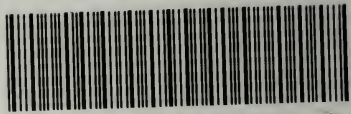
2nd. In reference to mine props, it awards that the price of 54½c shall be paid for all third row props, as well as all props required to be placed for relief or renewal.

3rd. Yardage rates for rock shall remain unchanged.

4th. Consideration work shall be paid for at rates varying from \$2.45 to \$3.00 per day, the same practice to be in force as is now the rule at the collieries of the Susquehanna Coal Company and the D., L. & W. Co. in that vicinity, specified in said agreement.

It is understood that this award is retro-active in accordance with the terms of submission, and dates from August 1st, 1911.

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